FILED
IN CLERK'S OFFICE U.S. DISTRICT COURT E.D.N.Y

UNITED	STATES	DISTRI	CT C	OURT
EASTER	N DISTR	ICT OF	<b>NEW</b>	<b>YORK</b>

$\star$	<b>FEB</b>	24	2009
---------	------------	----	------

**BROOKLYN OFFICE** 

RICHARD T. MAGLIOCCA,

**COMPLAINT** 

**AND** 

Plaintiff.

JURY DEMAND

766

**CIVIL ACTION NO:** 

**AUTO GALLERY IMPORTS;** 

v.

THE GUARDIAN WARRANTY CORPORATION;

THE CREDIT UNION LOAN SOURCE, LLC;

QUANTUM AUTO GROUP, LLC;

FEUERSTEIN, J.

"NCB, FSB" aka "NCB SAVINGS BANK, FSB"

D-C--- 1---4-

DU	engants.	

TOMLINSON, M.J.

#### **INTRODUCTION**

1. This is an action for damages, declaratory judgment, and equitable and injunctive relief brought by an individual consumer seeking redress for unlawful practices relating to an automobile transaction and setting forth Defendants' violations of the Truth In Lending Act, 15 U.S.C. §§ 1601 et. seq. ("TILA"), the Magnusson Moss Consumer Warranty Act, 15 U.S.C. §§ 2301 et. seq. (MMCWA), New York General Business Law § 349, and, in addition, claiming for Breach of Contract, Breach of Express Warranties; Fraud, Unjust Enrichment, and Rescission/Mistake.

- 2. Plaintiff Richard T. Magliocca ("Mr. Magliocca") brings suit based on the unfair, abusive and deceptive practices employed by Defendant Auto Gallery Imports, and its assignees, Defendant Quantum Auto Group, LLC, Defendant NCB, FSB aka "NCB Savings Bank, FSB" and, upon information and belief, Defendant The Credit Union Loan Source, regarding a used automobile purchase made on February 25, 2008.
- 3. Mr. Magliocca also brings suit against Defendant Guardian Warranty Corporation ("GWC") for various unlawful practices regarding the warranty offered to Mr. Magliocca at the time he purchased the vehicle.

#### JURISDICTION AND VENUE

- 4. Jurisdiction is based on 15 U.S.C. § 1640 and 28 U.S.C. § 1331, § 1337. The Court has authority to issue a declaratory judgment by virtue of 28 U.S.C. 2201.
- 5. This Court has supplemental jurisdiction over the Plaintiff's state law and Magnusson Moss claims pursuant to 28 U.S.C. § 1367.
- 6. Venue in this District is proper because most of the events complained of took place in this District, the sale of the vehicle took place in this District, the contracts Mr. Magliocca was induced to sign were offered and executed in this District, and two of the four Defendants, including Defendant Auto Gallery Imports is located in this District.

#### THE PARTIES

- 7. Plaintiff Richard T. Magliocca is a resident of Rome, New York, in Oneida County.
- 8. Defendant Auto Gallery Imports Inc. ("AGI") is a corporation incorporated under the laws of New York and whose principal place of business is located in Nassau, New York.

- 9. The Guardian Warranty Corporation ("GWC") is a corporation incorporated under the laws of Pennsylvania and doing business in New York, whose principle place of business is Avoca, Pennsylvania.
- 10. Defendant Quantum Auto Group, LLC ("QAG") is a corporation incorporated under the laws of New York and whose principal place of business is located in Suffolk, New York.
- 11. Upon information and belief, The Credit Union Loan Source, LLC, ("Credit Union Loan Source"), which is not registered with the New York Secretary of State, is a corporation incorporated under the laws of Georgia, doing business in New York, and whose principal place of business is Atlanta, Georgia.
- 12. Upon information and belief, NCB, FSB aka "NCB Savings Bank, FSB" is a federally chartered thrift subsidiary doing business in New York, whose home office is located in Hillsboro, Ohio.

#### **FACTS**

- 13. In February, 2008, Mr. Magliocca contacted Auto Gallery Imports based on an advertisement on <a href="https://www.cars.com">www.cars.com</a> in which AGI advertised a 2006 Audi A6 with 36,878 miles with a list price of \$28,900.
- 14. Mr. Magliocca called AGI by phone and spoke with a representative, who confirmed the vehicle's availability and price and who discussed financing with Mr. Magliocca.
- 15. Specifically, when Mr. Magliocca informed AGI's representative that Mr. Magliocca planned to finance his purchase with a 6.5% auto loan from his local credit union, the representative stated that the dealer had less expensive financing available and would be able to offer Mr. Magliocca financing at a lower rate.

- 16. The call ended with Mr. Magliocca scheduling an appointment at AGI for February 25, 2008.
- 17. On February 25, 2008, based upon AGI's representations, Mr. Magliocca drove from his home in Rome, New York (Oneida County) to AGI's premises in Westbury, Long Island, a trip of approximately 4 hours.
- 18. Once at AGI's premise, Mr. Magliocca was shown the vehicle and discussed his possible purchase of same with an AGI salesman named "Sean".
- 19. At all times, Sean represented that the vehicle had a sale price of \$28,900 as advertised online.
- 20. Sean stated that AGI would offer Mr. Magliocca a 3 year warranty at no additional charge, telling Mr. Magliocca repeatedly that the car "comes with a warranty".
- 21. Although AGI had previously told Mr. Magliocca that he should not arrange financing through his local credit union because AGI could "beat that hands down", once at the dealership, Sean informed Mr. Magliocca that AGI would be able to finance the vehicle at 7.05%.
- 22. Although Mr. Magliocca originally expressed interest in a three or five year loan, Sean steered him to a seven year loan.
- 23. Based on these representations, e.g. regarding the price of the \$28,900 price of the vehicle including three year warranty and the 7.05% interest rate, Mr. Magliocca was induced to purchase the vehicle, and induced to sign a "Retail Instalment Contract" (the "Contract") (Exhibit1);
- 24. At that time, Mr. Magliocca made a cash downpayment of \$8,100, with the rest to be financed.

- The Contract states an annual percentage rate of 7.05 percent, a finance charge of \$9,816.

  48 and an amount financed of \$36,381.00
- 26. Upon signing the agreement, Mr. Magliocca was not provided with a copy of the Contract.
- 27. After getting into his car to go home but before leaving the lot, Mr. Magliocca became concerned that he did not understand how the final price of the vehicle with a list price of \$28,900 had become so high and asked Sean for a copy of the contract.
- 28. Sean gave Mr. Magliocca a *cropped* photocopy of the Retail Instalment Contract, which was intentionally cut off just above where the "Itemization of Amount Financed" appeared. See cropped copy provided by Dealer, Exhibit 2.
- 29. Mr. Magliocca went to his car, looked at contract and then went back in to AGI's office and questioned Sean again regarding the price of the car.
- 30. Sean informed Mr. Magliocca at that time, for the first time, that the warranty was not free, but rather cost \$3,233 per year for each of its three years.
- 31. At the same time that he was induced to sign the Contract, Mr. Magliocca was induced to sign a document titled "Gallery Store Policy" (the "Store Policy")(attached as Exhibit 3) and a warranty document from Defendant Guardian Warranty Corporation (the "Warranty Agreement")(attached as Exhibit 4).
- 32. This Store Policy contains numerous additional contractual provisions not found in the Retail Instalment Contract, all or most of which purport to further limit Mr. Magliocca's rights against the Dealer and/or which provide additional contractual terms not set forth in the Contract or Warranty Agreement and not referenced in either.

- 33. The Warranty Agreement states that Mr. Magliocca's warranty is for "36 Months or 38,500 Miles" and further states that the "Retail Amount" of the warranty is "N/C", i.e. at No Charge.
- 34. That same day, February 25, 2008, upon arriving home from the dealership, Mr. Magliocca called AGI and asked to cancel the warranty.
- 35. A representative of AGI informed Mr. Magliocca that in order to cancel the warranty he needed to wait 3 months and refinance.
- 36. The next day, on February 26, 2008, Mr. Magliocca sent a letter to AGI asking in writing that the warranty be cancelled. Exhibit A.
- 37. In March of 2008, Mr. Magliocca placed a series of phone calls to AGI, attempting again, to understand why he had been charged so much and seeking, again, to cancel the warranty.
- 38. During these phone calls, Sean stated that Mr. Magliocca had been charged \$3,233 total for the three year warranty.
- 39. Sean again stated that if Mr. Magliocca wished to cancel he would need to wait several months and then refinance.
- 40. Sean further stated that Mr. Magliocca had been charged what Sean called a "rate buy down fee", the price of which Sean at various times stated was \$962 and at other times stated was \$1105.
- 41. Prior to these phone conversations with Sean, Mr. Magliocca had never been informed either verbally or in writing of this "rate buydown" fee.
- 42. Neither the warranty charge, nor the "buydown" charge were ever mentioned to Mr. Magliocca prior to or during the sale, nor were they ever disclosed in any of the paperwork given to Mr. Magliocca by the Dealer prior to during or after the sale.

- 43. Mr. Magliocca subsequently called Defendant Credit Union Loan Source to inquire about the "rate buydown" fee and was informed that this was not something charged by Credit Union Loan Source.
- 44. Mr. Magliocca did not agree to any "rate buydown" fee.
- 45. Excluding taxes and registration, Mr. Magliocca did not agree to pay any charge above and beyond the \$28,900 stated sales price of the vehicle, said price to include both the vehicle and the warranty.
- 46. On March 21, 2008, Mr. Magliocca sent a letter to Sean of AGI, stating that he "never agreed to any 'rate buydown' on this loan" and noting that he had foregone the 6.5% interest rate available through his local bank based on AGI's statement that it could "beat that rate any day" but that "Now I am paying 7.05% interest and a buydown charge of \$1105.49 times each of the 7 years of the loan." Exhibit 5.
- 47. AGI responded to this letter by again suggesting that Mr. Magliocca come in and do a refinance.
- 48. Mr. Magliocca did not go back to refinance because he did not want to refinance, just to cancel the warranty and the rate buydown fee.
- 49. Notwithstanding Mr. Magliocca's repeated requests, starting the day of the sale (February 25, 2008) that the warranty be cancelled, AGI waited until September 2008 and then submitted the warranty to Defendant GWC.
- 50. Upon receiving a letter from GWC regarding his "new" warranty, Mr. Magliocca immediately contacted GWC and had the warranty canceled.

- 51. According to correspondence sent from GWC to Mr. Magliocca, instead of refunding Mr. Magliocca the full amount of the warranty, GWC sent a refund check for \$767.42 to AGI on 9-25-08. See Exhibit 6, and Exhibit C.
- 52. Having been unsuccessful in resolving his dispute despite numerous phone calls and written communications, Mr. Magliocca filed a complaint with the Better Business Bureau on or about September 19, 2008.
- 53. On numerous occasions, starting in February 2008 and ending in late October 2008, Mr. Magliocca contacted Defendant GWC and requested that GWC cancel his policy and refund all of his money.
- On October 24, 2008, Denise Guiliano of Defendant GWC stated in an email that a refund "based on .6428 percent of unused mileage" had been sent to the dealer on "9-25-08" and that Mr. Magliocca should "contact them [the dealer] for [his] refund. Exhibit 6. See also, letter from D. Guiliano to Mr. Magliocca dated October 30, 2008 and attached as Exhibit C.
- On October 28, 2008, in an email to Defendant GWC, Mr. Magliocca stated that in light of the fact that he had been trying to cancel the warranty "since the day the vehicle was purchased", he was entitled to 100% of the warranty fee (and not merely \$767.42). Exhibit Exhibit 6.
- 56. GWC did not correct its position.
- 57. Following Mr. Magliocca's filing a complaint with the Better Business Bureau, he received a call from AGI saying they would remove the rate buydown fee, but only if Mr. Magliocca refinanced the loan through the dealership.
- 58. On or about Sunday, November 11, 2008, Mr. Magliocca again made the 4 hour drive from Rome, New York to the dealership.

- 59. Upon arriving Mr. Magliocca's arrival at AGI's premises, AGI staff attempted to convince Mr. Magliocca to resolve the dispute by trading up for a more expensive model Audi.
- 60. When Mr. Magliocca refused, AGI staff then offered, yet again, to refinance Mr. Magliocca for the remaining amount he owed on the loan for the vehicle he had purchased from them, but without any adjustment of the actual charges, i.e. without cancelling the rate buydown fee.
- 61. Mr. Magliocca left without signing or agreeing to any new "deal" and never went back.
- 62. During that November 9, 2008 visit AGI again stated that the "refund" for Mr. Magliocca's warranty was "\$767.42."
- 63. AGI stated that AGI could either give Mr. Magliocca the check for \$767.42 (i.e. not the full amount of the warranty, previously represented to Mr. Magliocca as, alternatively, \$3,233 per year or \$3,233 total) or AGI could reinstate the policy for the remainder of the three year warranty period for no additional charge.
- 64. Faced with either receiving back a small fraction of the overall cost of the warranty or continuing the warranty for over two more years of its three year term, Mr. Magliocca stated at that time that he wanted to reinstate the policy.
- 65. However, when the Warranty was not subsequently reinstated Mr. Magliocca sent AGI a letter on 1-8-09, requesting that in lieu of the reinstatement that had never occurred, a check be sent to him for \$767.42.
- 66. Mr. Magliocca then received a call from AGI on January 28, 2009 stating that in order to receive the check, Mr. Magliocca was required to sign the "General Release" attached hereto as Exhibit 7.
- 67. Mr. Magliocca did not sign the above mentioned release.

- 68. Subsequent to this conversation, Mr. Magliocca called AGI and asked for a non-cropped copy of his contract.
- 69. An AGI representative told him that AGI would not provide him with a copy of the contract and that this could only be obtained from Credit Union Loan Source, LLC, not from the dealer.
- 70. On or about February 19, 2009, Mr. Magliocca obtained the partly legible faxed contract attached hereto as Exhibit 1, which includes the Itemization of Amount Financed that AGI had cropped off the copy it belatedly provided to Mr. Magliocca upon his request.
- 71. This faxed copy shows a "Cash Price" for the vehicle of \$38,700, and, although it is only partly legible, upon information and belief, states a fee to Guardian Warranty of "\$2,062.30". Id.
- 72. The retail installment contract that Mr. Magliocca was induced to sign states on its face that "ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF".
- 73. For this reason, and as a matter of New York law, Defendants QAG and NCB, as well as —upon information and believe Defendant Credit Union Loan Source are liable for each and every one of AGI's violations as set forth herein and are subject to each and every claim and defense Mr. Magliocca has against AGI. Assignment attached as Exhibit B.
- 74. Upon information and belief, at all relevant times, AGI and GWC acted willfully and in bad faith.

#### COUNT I

# TRUTH IN LENDING ACT, 15 §§1601 et seq. ("TILA") (AGAINST AGI AND ITS ASSIGNEES, INCLUDING QAG, NCB AND, UPON INFORMATION AND BELIEF, CREDIT UNION LOAN SOURCE)

- 75. Plaintiff repeats and re-alleges and incorporates by reference the foregoing paragraphs.
- 76. Plaintiff's transaction as described herein was a consumer credit transaction within the meaning of the Truth in Lending Act, 15 §§1601 et seq. ("TILA"), and Federal Reserve Board Regulation Z, 12 C.F.R. part 226.
- 77. AGI is a creditor within the meaning of TILA and Regulation Z.
- 78. The rate buy down fee is a "finance charge" as defined under TILA and Regulation Z.
- 79. The undisclosed charge for the warranty that AGI falsely informed Mr. Magliocca it was providing at no additional charge is also a finance charge as defined by TILA and Regulation Z; in the alternative the difference between the actual amount charged for the warranty, listed in the "uncropped" version of the contract as \$2062.30 and the "warranty fee" as stated to Mr. Magliocca by AGI post-sale (\$3233 per year or total) is a finance charge as defined by TILA and Regulation Z.
- 80. AGI's failed to disclose these and/or other fees and charges, and failed to include these and/or other fees and charges as finance charges, in violation of TILA and Regulation Z.
- 81. As a result of AGI's failure to properly include these and/or other fees and charges as finance charges, the APR as listed in Mr. Magliocca's contract is materially understated in violation of TILA and Regulation Z.
- 82. AGI also failed to furnish Mr. Magliocca with copies of the disclosures regarding the transaction as required pursuant to TILA and Regulation Z.

- 83. Specifically, and without limitation, AGI at first failed to provide a copy of the Contract and subsequently, when pressed by Mr. Magliocca, provided a "cropped" copy that did not disclose the Itemization of Amount Financed, the cash price of the vehicle, the unpaid cash price balance, the amount paid to "public officials", the amount paid for New York Sales Tax, or the amount paid for the warranty (which was listed as "N/C", i.e. "no charge" in the Warranty Agreement that was provided to Mr. Magliocca at the time of sale.
- 84. AGI further violated its obligation to provide Mr. Magliocca with a full and accurate copy of the Retail Instalment Contract when it refused to provide him with a full and uncropped copy including the itemization of finance charges, in February, 2009.
- 85. For all these reasons, AGI, QAG, NCB and, upon information and belief, Credit Union Loan Source are liable under TILA and Regulation Z (see, e.g. 15 U.S.C. §§1640 and 1641) for statutory damages, actual damages, attorney's fees, litigation expenses and costs, for a declaratory judgment that they have violated TILA and Regulation Z, and for such other or further relief as the Court deems appropriate.

# COUNT II MAGNUSSON MOSS WARRANTY ACT ("MMCWA"), 15 U.S.C. §§ 2301 et seq (AGAINST ALL DEFENDANTS)

- 86. Plaintiff repeats and re-alleges and incorporates by reference the foregoing paragraphs.
- 87. AGI is a "supplier" and/or "warrantor" within the meaning of the MMCWA.
- 88. GWC is a "supplier" and/or "warrantor" within the meaning of the MMCWA
- 89. Mr. Magliocca is a "consumer", as that term is defined in the MMCWA.
- 90. The car sold to Mr. Magliocca is a "consumer product" within the meaning of the MMCWA.

- 91. There is no dispute resolution mechanism which applies to Mr. Magliocca's warranty dispute.
- 92. In the alternative, AGI and GWC have no dispute resolution mechanism which is enforceable under the MMCWA and, also in the alternative, Mr. Magliocca's numerous goodfaith attempts to resolve his dispute with AGI and GWC, including his dispute regarding the undisclosed cost of the warranty and his dispute regarding his ability to cancel the warranty and receive a full refund, all of which were rebuffed, constitute compliance with any reasonable dispute resolution requirement.
- 93. AGI and GWC violated the MMCWA and its implementing Regulations by failing to clearly and conspicuously make numerous disclosures required under the MMCWA and its implementing regulations.
- 94. AGI and GWC violated the MMCWA and its implementing regulations (e.g. 16 C.F.R. 701.3) by including additional warranty terms and conditions and limitations in the "Gallery Store Policy", which is not referred to by the Warranty Agreement.
- 95. AGI and GWC further violated the MMCWA by failing to allow Mr. Magliocca to cancel the Warranty, despite the fact that he attempted to do so many times, including on the same day as he was induced to sign, and despite the fact that the warranty document states that "You may return this Contract within. . . ten days of delivery if the Contract was delivered to You at the time sale. In such a case, the Contract will be void and the We [sic] will refund to You the full amount of the purchase price of this Contract." Exhibit 4.
- 96. As a result of these violations, Mr. Magliocca is entitled to cancel and rescind (or in the alternative, to revoke his acceptance of) the contract for the vehicle and the Warranty Agreement, and is entitled to actual and punitive damages, declaratory judgment that

Defendants' practices violate the MMCWA, and reasonable attorneys fees, costs and expenses, pursuant to the MMCWA.

### COUNT III FRAUD

# (AGAINST AGI AND ITS ASSIGNEES, INCLUDING QAG, NCB AND, UPON INFORMATION AND BELIEF, CREDIT UNION LOAN SOURCE)

- 97. Plaintiff repeats and re-alleges and incorporates by reference the foregoing paragraphs.
- 98. AGI's failure to disclose its "rate buydown fee" of between approximately \$962-\$1105 per year for each of seven years was false and misleading, and constitutes a misrepresentation of material fact.
- 99. AGI's representation that the list price of the vehicle Mr. Magliocca was induced to buy (\$28,900.00) included at no additional cost a three year warranty was false and misleading, and also constitutes a misrepresentation of material facts.
- 100. AGI's representation that it would provide Mr. Magliocca with cheaper or comparably priced financing to the 6.5% financing Mr. Magliocca informed AGI was available to him from another source, was false and misleading, and also constitutes a misrepresentation of material facts.
- 101. AGI's representation that the price of the vehicle was \$28,900 when the true price including all hidden charges and fees was much higher was false and misleading, and also constitutes a misrepresentation of material facts.
- 102. Mr. Magliocca justifiably relied upon each of the aforesaid misrepresentations of material facts, individually and collectively, as a result of which he sustained losses and damages.
- 103. Had Mr. Magliocca known the true price of the warranty he would not have agreed to purchase the warranty, and would not have agreed to pay the same price for the vehicle (which he was told came with a free warranty)

- 104. Had Mr. Magliocca known that AGI would charge him a "rate buydown fee" he would have obtained alternative financing and/or not purchased the vehicle.
- 105. Had Mr. Magliocca known the true cost of financing the vehicle through AGI, once adjusted for all hidden fees and charges, he would have obtained alternative financing and/or not purchased the vehicle.
- 106. Had Mr. Magliocca known the true cost of the vehicle, including all hidden fees and charges, he would not have purchased it.
- 107. As a result of Mr. Magliocca's reasonable reliance upon AGI's misrepresentations, he has been damaged in an amount to be determined at trial and is entitled to actual and punitive damages, attorneys fees and costs and expenses.

## COUNT IV RESCISSION/MISTAKE (AGAINST ALL DEFENDANTS)

- 108. Plaintiff repeats and re-alleges and incorporates by reference the foregoing paragraphs.
- 109. Although Mr. Magliocca has also alleged the existence of a valid contract or contracts agreement covering the same subject matter as his equitable claim for unjust enrichment, he is not required to elect his remedies.
- 110. As alleged herein (see, e.g. Paragraphs 13 through 74, and Counts for Fraud, *supra*) AGI and GWC have committed numerous fraudulent acts and/or made numerous false representations to Mr. Magliocca.
- 111. Based on AGI and GWC's fraud and misrepresentation, Mr. Magliocca's execution of the Contract and Warranty Agreement are founded upon material mistake.

- 112. As a result of AGI and GWC's fraud and misrepresentation and Mr. Magliocca's resulting material mistake, Mr. Magliocca has sustained damages.
- 113. Because Mr. Magliocca has repeatedly and consistently, from the very date he was induced to sign the Contract and Warranty Agreement, sought to resolve this dispute, cancel the Warranty, and receive a refund for all charges that were not disclosed to him until after the sale, there can be no claim of laches.
- 114. Mr. Magliocca is ready, willing and able to restore the parties to the position each occupied prior to execution of the subject agreements, providing that Defendants return to Mr. Magliocca all the monies paid by Mr. Magliocca in connection with this transaction and otherwise restore Mr. Magliocca to the status quo ante.
- 115. Mr. Magliocca has no remedy at law.
- 116. By reason of the foregoing, Mr. Magliocca is entitled to a judgment rescinding and setting aside the Contract and the Warranty Agreement, and directing the return to him of all monies paid in connection with this transaction.

## COUNT V UNJUST ENRICHMENT (AGAINST ALL DEFENDANTS)

- 117. Plaintiff repeats and re-alleges and incorporates by reference the foregoing paragraphs.
- 118. Although Mr. Magliocca has also alleged the existence of a valid contract or contracts agreement covering the same subject matter as his equitable claim for unjust enrichment, he is not required to elect his remedies.
- 119. AGI, GWC and the other Defendants were enriched as a result of AGI and GWC's dealings with Mr. Magliocca as alleged herein.
- 120. Mr. Magliocca suffered a financial impoverishment as a result of these same dealings.

- 121. The financial impoverishment suffered by Mr. Magliocca was directly related to the aforementioned enrichment.
- 122. There is no justification for the financial impoverishment suffered by Mr. Magliocca, nor for the directly related enrichment enjoyed by Defendants.
- 123. Mr. Magliocca has no remedy provided by law.
- 124. For these reasons, Mr. Magliocca is entitled to full restitution.

## COUNT VI BREACH OF EXPRESS WARRANTIES (AGAINST ALL DEFENDANTS)

- 125. Plaintiff repeats and re-alleges and incorporates by reference the foregoing paragraphs.
- 126. AGI and GWC made express warranties to Mr. Magliocca.
- 127. Specifically AGI and GWC would permit Mr. Magliocca to cancel his warranty within 10 days of delivery of the Contract and receive a full refund.
- 128. AGI and GWC breached this express warranty.
- 129. Mr. Magliocca has repeatedly sought to rescind/cancel/revoke acceptance of the warranty but has been repeatedly thwarted by AGI and GWC in these attempts.
- 130. As a result of this breach, Mr. Magliocca is entitled to rescission/cancellation of both the Retail Instalment Contract and the Warranty Agreement (or in the alternative, revocation of his acceptance of same), actual damages, punitive damages, attorneys fees, costs and expenses.

### COUNT VII BREACH OF CONTRACT (AGAINST ALL DEFENDANTS)

- 131. Plaintiff repeats and re-alleges and incorporates by reference the foregoing paragraphs.
- 132. QWC and Mr. Magliocca entered into a Warranty Agreement on February 25, 2008.

- 133. Because of its role in offering and inducing Mr. Magliocca to enter into the Agreement, and because of its role in implementing, enforcing, or limiting implementation and enforcement of the terms of the Agreement, AGI is also a party to the Warranty Agreement.
- 134. Mr. Magliocca has performed his obligations under the Agreement.
- 135. GWC and AGI have not performed their obligations.
- 136. The breaches included, without limitation attempting to charge and/or in fact charging Mr. Magliocca for the warranty, the price of which was stated on the agreement to be "N/C" i.e. "no charge", and refusing to allow Mr. Magliocca to cancel the warranty despite his numerous and repeated attempts to do so.
- 137. In addition, without limitation, GWC and AGI have breached their implied duty of good faith and fair dealing by:
  - a. Breaching the express warranty described herein;
  - b. Misrepresenting to Mr. Magliocca that the warranty was included in the purchase price of \$28,900 or otherwise misrepresenting to Mr. Magliocca the true price of the warranty.
  - c. Refusing to allow Mr. Magliocca to cancel the warranty despite his repeated attempts and repeatedly attempting to get him, instead, to refinance his loan or "trade up";
  - d. Taking numerous actions designed to keep Mr. Magliocca from understanding the structure and cost of the transaction including but not limited to failing to give him various relevant transactional documents, and/or giving him a "cropped" version of the Contract that omitted the price of the warranty, and providing him with a warranty that stated the retail amount as "N/C" i.e. No Charge, as well as telling him repeatedly that there was no additional charge for the warranty.

- e. Attempting to induce Mr. Magliocca to sign a release in return for receiving his warranty refund, to which he was entitled pursuant to the Warranty Agreement and under Federal and State law;
- f. Providing Mr. Magliocca with documents containing unenforceable provisions purporting to limit his rights, in an attempt to discourage him from understanding and/or enforcing his actual rights under state and federal law, and the operative documents signed by the parties.
- 138. AGI and Mr. Magliocca entered into a Retail Instalment Contract on February 25, 2008.
- 139. Mr. Magliocca has performed his obligations under the Contract.
- 140. AGI has not performed its obligations.
- 141. These breaches included without limitation, attempting to charge and/or in fact charging Mr. Magliocca in excess of what is called for in the Contract in general and/or with regard to specific items, such as the Warranty, which upon information and belief is listed in the portion of the Contract that was "cropped out" as costing Mr. Magliocca \$2062.30. Exhibit 1.
- 142. Defendants also breached their duty of good faith and fair dealing.
- 143. Without limitation, AGI has also breach its implied duty of good faith and fair dealing by:
  - a. Misrepresenting the cost of the vehicle;
  - b. Misrepresenting to Mr. Magliocca that the warranty was included in the purchase price of \$28,900 or otherwise misrepresenting to Mr. Magliocca the true price of the warranty and/or the vehicle.

- c. Failing to disclose to Mr. Magliocca that there was a substantial "rate buydown fee", failing to include this fee as part of the finance charge and/or failing to adjust the APR accordingly;
- d. Refusing to allow Mr. Magliocca to cancel the warranty or the "rate buydown" despite his repeated attempts and repeatedly attempting to get him, instead, to refinance his loan or "trade up";
- e. Taking numerous actions designed to keep Mr. Magliocca from understanding the structure and cost of the transaction including but not limited to failing to give him various relevant transactional documents, and/or giving him a "cropped" version of the Contract;
- f. Providing Mr. Magliocca with documents containing unenforceable provisions purporting to limit his rights, in an attempt to discourage him from understanding and/or enforcing his actual rights under state and federal law, and the operative documents signed by the parties.
- 144. As a result of these breaches of the implied duties of good faith and fair dealing, Mr. Magliocca is entitled to actual damages in an amount to be determined at trial, as well as reasonable attorneys fees, costs and expenses.
- 145. As a result of these breaches Mr. Magliocca has suffered harm, including pecuniary harm.
- 146. For these reasons, Mr. Magliocca is entitled to actual damages in an amount to be determined at trial, attorneys fees, costs and expenses.

# COUNT VIII FRAUD (AGAINST GWC)

- 147. Plaintiff repeats and re-alleges and incorporates by reference the foregoing paragraphs.
- 148. GWC's listing of the price of the warranty on the Warranty Agreement as "N/C" (i.e. "no charge" was false and misleading, and constitutes a misrepresentation of material fact.
- 149. Mr. Magliocca justifiably relied upon this misrepresentation of material facts, as a result of which he agreed to purchase the warranty and the car (the price of which he justifiably believed to include the warranty) and sustained losses and damages.
- 150. Had Mr. Magliocca known the true price of the warranty he would not have agreed to purchase the warranty, and would not have agreed to pay the same price for the vehicle (which he was told came with a free warranty) or, in the alternative, would not have purchased the vehicle at all.
- 151. As a result of Mr. Magliocca's reasonable reliance upon GWC's misrepresentations, he has been damaged in an amount to be determined at trial and is entitled, in addition, to punitive damages, attorneys fees and costs and expenses.

# COUNT IX NYGBL § 349 (Deceptive Acts and Practices Unlawful) (AGAINST ALL DEFENDANTS)

- 152. Plaintiff repeats and re-alleges and incorporates by reference the foregoing paragraphs.
- 153. Each of the deceptive acts and practices set forth above, including but not limited to each deceptive act and practice set forth in the Paragraphs 13-74 herein, and set forth in the Counts for violation of TILA, MMCWA, and for Fraud, Rescission/Mistake, and Breach of Express

Warranty constitute violations of NYGBL § 349 independent of whether these acts and practices constitute violations of any other law, including commonlaw.

- 154. These deceptive acts and practices were committed in conduct of business, trade, commerce or the furnishing of a service in this state.
- 155. These deceptive acts and practices first, were consumer-orientated.
- 156. AGI and GWC's conducts and/or statements were materially misleading.
- 157. As a result of these violations of NYGBL §349, Mr. Magliocca suffered pecuniary and non-pecuniary harm.
- 158. Upon information and belief, AGI and GWC's violations were willful and knowing and committed in bad faith.
- 159. For these reasons, Mr. Magliocca is entitled to actual damages, three times the actual damages up to \$1000, costs and reasonable attorneys fees pursuant to NYGBL § 349(h), declaratory judgment that Defendants' practices are deceptive as defined under § 349, and an order enjoining AGI from providing its Store Policy to New York consumers, disclosing to consumers the same or any similar document or asking New York consumers to sign this or any similar document.

WHEREFORE Mr. Magliocca respectfully demands judgment against Derfendants as follows:

a. On COUNT I, TRUTH IN LENDING ACT, 15 §§1601 et seq. ("TILA")(AGAINST AGI AND ITS ASSIGNEES, INCLUDING QAG, NCB AND, UPON INFORMATION AND BELIEF, CREDIT UNION LOAN SOURCE), judgment

- against AGI, QAG, NCB and Credit Union Loan Source for statutory damages, actual damages, attorney's fees, litigation expenses and costs, declaratory judgment that they have violated TILA and Regulation Z, and such other or further relief as the Court deems appropriate.
- b. On COUNT II, MAGNUSSON MOSS WARRANTY ACT ("MMCWA"), 15 U.S.C. §§ 2301 et seq (AGAINST ALL DEFENDANTS), judgment against all Defendants, cancellation and rescission (or in the alternative revocation of acceptance of) the contract for the vehicle and the contract for the warranty, and actual and punitive damages, and reasonable attorneys fees, costs and expenses, declaratory judgment that Defendants have violated the MMCWA, as well as such other or further relief as the Court deems appropriate.
- c. On COUNT III, FRAUD (AGAINST AGI AND ITS ASSIGNEES, INCLUDING QAG, NCB AND, UPON INFORMATION AND BELIEF, CREDIT UNION LOAN SOURCE), judgment against AGI, QAG, NCB and Credit Union Loan Source, actual and punitive damages, attorneys fees and costs and expenses as well as such other or further relief as the Court deems appropriate.
- d. On COUNT IV, RESCISSION/MISTAKE(AGAINST ALL DEFENDANTS), a judgment against all Defendants, rescinding and setting aside of the Contract and the Warranty Agreement, and directing the return to him of all monies paid in connection with both transactions as well as such other or further relief as the Court deems appropriate.

- e. On COUNT V, UNJUST ENRICHMENT(AGAINST ALL DEFENDANTS),
  judgment against all Defendants and an order directing full restitution, as well as such
  other or further relief as the Court deems appropriate.
- f. On COUNT VI, BREACH OF EXPRESS WARRANTIES(AGAINST ALL DEFENDANTS), judgment against all Defendants, actual damages, punitive damages, attorneys fees, costs and expenses, as well as rescission/cancellation of both the Contract and the Warranty Agreement (or in the alternative, revocation of acceptance) as well as such other or further relief as the Court deems appropriate.
- g. On COUNT VII, BREACH OF CONTRACT (AGAINST ALL DEFENDANTS), judgment against all Defendants, actual damages in an amount to be determined at trial, attorneys fees, costs and expenses as well as such other or further relief as the Court deems appropriate.
- h. On COUNT VIII, FRAUD (AGAINST GWC) judgment against GWC, actual damages, punitive damages, attorneys fees and costs and expenses as well as such other or further relief as the Court deems appropriate.
- i. On COUNT IX, NYGBL § 349 (Deceptive Acts and Practices Unlawful) (AGAINST ALL DEFENDANTS) judgment against all Defendants, actual damages, three times the actual damages up to \$1000, costs and reasonable attorneys fees pursuant to NYGBL § 349(h), declaratory judgment that Defendants' acts and practices are deceptive, and an order enjoining AGI from providing its Store Policy to New York consumers, disclosing to consumer the same or any similar document or asking New

York consumers to sign this or any similar document as well as such other or further relief as the Court deems appropriate.

Together with such other relief as law and equity may provide, punitive damages, declaratory judgment, attorneys fees, costs and disbursements of this action and such other and further relief as this Court deems just and proper.

Jury Demanded Hereon.

Dated February 24, 2009

Respectfully submitted,

Daniel A. Schlanger, Esq. (ds-9330)

Schlanger & Schlanger, LLP

Attorneys for Plaintiff

1025 Westchester Ave., Suite 108

White Plains, NY 10604

Ph: 914-946-1981 Fax: 914-946-2930

email: daniel@schlangerlegal.com

# **EXHIBITS**

Note: Some facsimile and email transmittal information has been omitted in order to preserve the attorney client privilege.

Exhibit 1

**y** (

002033/4191

PENAL INSTACRICAL COM			والأراث ومسرون والمستدر والمسار	77.13	TE CORTINE, WITHOUT PROPERTY WASHINGTON
ANNUAL	FINANCE	Amount Financed	Total of Paymon	10	Total Sale Price
PERCENTABE RATE	CHARGE The dolor around the	This stream of coasts; provided to my or se my behalf.	The areast ( ) will be		The takin cost at my procince on cost it, including our downgaryment
and Assignations	टाओर भर्दी दल्ला तथ.		papernis.		42 3100.00
7.05 6	\$9816,48	156381.00	: 46197.	48	* 54777.48
Ny Paymoni Schodula will no		4 binari rejimi		echnik politikti ta	the major exhichs name processed.
No. of Parments - Inspect of Payme		1-26-0 <del>2</del>	Filling Forti T		films (marriers; \$
	1	- 20 98	Perpuryment: VI pay all ex	ty, I will not have t	o bull a brought
My Contract the an arts will have a	deleterat latermatiac; physis nauc	sympol, dukupit, any pagala	eq telbohmont pi graf propue A	e schedyled date	and propagatesions and presides.
in this Contract.		Stop old Car			
mission Auto Calling.		Mesthony my	H550	This Dantael I	i tieberge Seller and Bayer. All climfenous do by Saller. Seller islands to assign bys Auricran payed halow.
Hame Caretter	AND SECTION AND PARTY.	= 634 W Th	5 / (piece		
Buttered Richard T. N	Introces Jr.	Pome AN	1 mm.	REALITY OF THE REAL PROPERTY.	there was the part, early of us well to collected together, for all somes due you see the
r-manufal	.) Alte		1 394 <u>0</u> 97 64 <del>00</del> 1	performance of	all a presents as granded in the Contract.
Searchption of Vehicle: (See Treasure)  HFU   Fear and Make   Series		ta Cyl. I Tauric Tou		<del></del>	Acct. No.
V DOGE ALL AL			Unety Smiths NYVF-56No649	70	Humization of Amount Financed
	PARodio Other				Can Price
	· · · · · · · · · · · · · · · · · · ·				1 38700.00
I have traded in the ladework yeldele;					iah Dampayay —1 8600.60
Treats linearing to a service the service of the se		Pesaription			fe <b>ude-i</b> n
Property Instrument I not required to a THE AGUNT OF BROKER OF MY CHOICE	en ar The Man (Clas (1)) (1) (1) (1) -	Des Collegeral, enderselt 12 p	espect for an property Hill	I MAY CHOOSE	Yaku, şi Trada-in s
RITE HOLDER OF COLLARDAL!  FITTSICAL CHEMOS: Comprehensing 3	·····	REGISTRANS:	· · · <del>· · · · · · · · · · · · · · · · </del>		clim Payoff to:
BARNANCE DUTATIONS	Pulicy Harton	_defucible. Colleion 3 _ 	Discharge Sales		H1
AGENT: Name	// Adless		Triangue Hambur		1 4 34600.40
I grandes that he required insurance for Liability insurance coverage for	Reality Internantament	Annasa ta ani indici		■ a.a.d	To Cook injurance Company* 2 +1
team 's Segle interest hanness: I y about them killings interest frommer	a his a street 🔲 , you see	Are humber's Marrie Interest	province   they choose the	PRE-IN MANAGE	le l'especty introducer Company
					] +1 · —
Francis to Page ( person in pay you Tradicia, if nice a clear, an or below hotered in this Contract) of the App. Among in the Payment Schooling show	(the "Compace"), I'm Later like	Price for the Vehicle by to	ally the cash nempayment	Althoring the	to Princ Objects  1 +1 150-00 Res.
Tolerand in this Contracts of the Age	ng basanjala yan salami wa k mji basanjala yan salami	Physiog plus the Antonox, Firm 172. I promise to make pays	rószi, pilos tike éteki jajnyés Belis on ar belare tike payn	chaige (taite) ent due cates	HE ATT SLOT THE
Cheeses (in the Payment Schedule about.	•				5 +1 3566.70 To 6.4.43.4. Whereasty 4
Quantum Auto (	Group, LLC, L15 Broads	ilow Road, Sulta 275,	Matelia, NY 31747	(for the injury)	1 +1 5-60.30
Tarahadan Balana basa ta ta	REDUCTS AND SCHOOL	I OF CHOICE IN SHIELDER			Tu
		or and the fatheres			+ i
		يرجمه والمراز المراز أيت أدر	re referred and size out only		7 +S
If I change to become impreci, I understone I a me. I wise process the early in	ry mazel i ingrer gestral in brow Little fall insulume will be now	eri and Health Internets a do Dás covernos Mari in promotiva a sulla in	s restants of some transcen	or that will be	Annest Inneses October 36381-00
if I cannot be became insured, I medice pour la me. I also encore the eight to term of this ban dry players believ.	y meet a meet agus ir 'n wes Liand fini humenes will be pro Commits ay severage et any	eri and Health Internets a do Dás covernos Mari in promotiva a sulla in	s restants of some transcen	ce that will be for the union	Ansertt Frances 9 thus 70=1 3638 (+00 The case be salaring a perfect of those assertion
If I cannot be browned toward. I understood to me. I also reserved the eight to bear of this turn of the turn of turn of the turn of the turn of the turn of the turn of t	ry success in indicate many in a many stand that hammered with the print the manufacture with the print the success of the suc	eri and Health Internets a do Dás covernos Mari in promotiva a sulla in	s restants of some transcen	of the part of the union became Suy	Anneant I removed  Of the 79=1 S.C. A.C. Section of these anneals.  Cut's present age
If I cannot be browned toward. I understood to me. I also reserved the eight to bear of this turn of the turn of turn of the turn of the turn of the turn of the turn of t	ry wases i meter and it i to store slaind froi Ismananes with the pre- t icometals any inverses, of any o triumatics. Inint Life Ismananes.	eri and Health Internets a do Dás covernos Mari in promotiva a sulla in	s restants of some transcen	of the part of the union became Suy	Ansertt Frances 9 thus 70=1 3638 (+00 The case be salaring a perfect of those assertion
AT I calculate to become construct, I understand passed in the. I also respons the eight to some of third team are almost below.  1 WART applicabl Group Credit Life and Travel Credit	ry wases i meter and it i to store slaind froi Ismananes with the pre- t icometals any inverses, of any o triumatics. taint Life transmics.	yal and Health Interacty a rick this covering. Well in expendence with its brief by nephyref you so we \$	s custo cuits of space insuces streng. The custo of fine-principl	ce that will be for the union tenand the income to d	Anneant I removed  Of the 79=1 S.C. A.C. Section of these anneals.  Cut's present age
B I cannot be browned insured. I welcome proved in the Justice section in the Justice section the eight to brown of the team of pulses before the eight to brown of the team opinional through conduction.  I WART revers opinional through conduction in WART revers opinional through accessers.  Separature of Bayes	y mace insper music in second land firm insumerne will be pre- learnessed my lengtage of any e-brier since. Mini Life Insurance. 448 Hallis Insurance.	and and Health Internety a rick this invertige. We indeed in agreemance with the bottom day nephysic you so se \$ \$ \$ \$ \$ \$	e cashi cashi pida gingan inggalan ging Ting abida di finanzinga abida di di dinanzinga abida di Co-Maga Mar yant U	ce that will be for the union became they became they become the co for they for they for they become they for they for they become they for the for they for the for they for the for t	Antherit I-readers  (), they 7 = 3,638 /- 00  The case to statistical a parties of these manufacturing appropriate agree ———————————————————————————————————
B I cannot be browned insured. I welcome proved in the Justice section in the Justice section the eight to brown of the team of pulses before the eight to brown of the team opinional through conduction.  I WART revers opinional through conduction in WART revers opinional through accessers.  Separature of Bayes	y mace insper music in second land firm insumerne will be pre- learnessed my lengtage of any e-brier since. Mini Life Insurance. 448 Hallis Insurance.	and and Health Internety a rick this invertige. We indeed in agreemance with the bottom day nephysic you so se \$ \$ \$ \$ \$ \$	e cashi cashi pida gingan inggalan ging Ting abida di finanzinga abida di di dinanzinga abida di Co-Maga Mar yant U	ce that will be for the union became they became they become the co for they for they for they become they for they for they become they for the for they for the for they for the for t	Antherit I-readers  (), they 7 = 3,638 /- 00  The case to statistical a parties of these manufacturing appropriate agree ———————————————————————————————————
B I cannot be browned insured. I welcome proved in the Justice section in the Justice section the eight to brown of the team of pulses before the eight to brown of the team opinional through conduction.  I WART revers opinional through conduction in WART revers opinional through accessers.  Separature of Bayes	y mace insper music in second land firm insumerne will be pre- learnessed my lengtage of any e-brier since. Mini Life Insurance. 448 Hallis Insurance.	and and Health Internety a rick this invertige. We indeed in agreemance with the bottom day nephysic you so se \$ \$ \$ \$ \$ \$	e cashi cashi pida gingan inggalan ging Ting abida di finanzinga abida di di dinanzinga abida di Co-Maga Mar yant U	ce that will be for the union became they became they become the co for they for they for they become they for they for they become they for the for they for the for they for the for t	Antherit I-readers  (), they 7 = 3,638 /- 00  The case to statistical a parties of these manufacturing appropriate agree ———————————————————————————————————
I manned to became insured, I median pound in the J allow receives the eight to down of the time and a slaven below. I will not seen the property of the eight to down of the time and a slaven below. I will reserve opioses through Geodel. In WE West opioses through Geodel. In WART resoluted through Geodel. In WART associated through Accessery. I will be the property of off child moranza, you you then be received on of child moranza. You you have a workless as the least of the Gastroam. We will have not many in the following the property of off child moranza you can be property of the child moranza to make a third gastroam.	y water insper annul "I wave Mand that issueme will be pre- ligationally asy asys aga at any o'mourable.  Mink Life bramanics.  Mi	and and Health Instances; a risk this inserting a risk this inserting a risk this inserting a risk the third in approximation or she the lartes any exchange you so we have been a risk to be a risk that the risk t	e conference of group inquestion of group inqu	ce that will be for the unified the unified the unified the control of the contro	Antherit I removed  () They grant 3 6 3 6 1 0 0  The case to statistics a perfect of these manufacturing appropriate and the second age
I manned to became insured, I median pound in the J allow receives the eight to down of the time and a slaven below. I will not seen the property of the eight to down of the time and a slaven below. I will reserve opioses through Geodel. In WE West opioses through Geodel. In WART resoluted through Geodel. In WART associated through Accessery. I will be the property of off child moranza, you you then be received on of child moranza. You you have a workless as the least of the Gastroam. We will have not many in the following the property of off child moranza you can be property of the child moranza to make a third gastroam.	y water insper annul "I wave Mand that issueme will be pre- ligationally asy asys aga at any o'mourable.  Mink Life bramanics.  Mi	and and Health Instances; a risk this inserting a risk this inserting a risk this inserting a risk the third in approximation or she the lartes any exchange you so we have been a risk to be a risk that the risk t	e conference of group inquestion of group inqu	ce that will be for the unified the unified the unified the control of the contro	Antherit I removed  () They grant 3 6 3 6 1 0 0  The case to statistics a perfect of these manufacturing appropriate and the second age
I manned to became insured, I median pound in the J allow receives the eight to down of the time and a slaven below. I will not seen the property of the eight to down of the time and a slaven below. I will reserve opioses through Geodel. In WE West opioses through Geodel. In WART resoluted through Geodel. In WART associated through Accessery. I will be the property of off child moranza, you you then be received on of child moranza. You you have a workless as the least of the Gastroam. We will have not many in the following the property of off child moranza you can be property of the child moranza to make a third gastroam.	y water insper annul "I wave Mand that issueme will be pre- ligationally asy asys aga at any o'mourable.  Mink Life bramanics.  Mi	and and Health Instances; a risk this inserting a risk this inserting a risk this inserting a risk the third in approximation or she the lartes any exchange you so we have been a risk to be a risk that the risk t	e conference of group inquestion of group inqu	ce that will be for the unified the unified the unified the control of the contro	Antherit I removed  () They grant 3 6 3 6 1 0 0  The case to statistics a perfect of these manufacturing appropriate and the second age
all I mane's to became imported, I medical power to the 1 false section that eight to them of the than any a shapen below I for any of the than any a shapen below.  I WART codings of them of the of them of them of the of the of them of the of the of them of the of	chaind the insurance will be pro- lated the insurance will be pre- termede by severage of any elements.  In the insurance.  And the insurance.  And the man insurance.  In the insurance insur	and and Health Intermedy and the General of the Gen	a conference of group inquestion of group inqu	co their will be for the union . I will be for the union . I would favor the union . I would favor the union . I would favor the union . I would like the Casesard favor of any worket on the substitute of the union and so take. I would have a substitute of the union and so take . I would have a substitute of the union and a substitute	Antenti Frances  () Thus part 3.6 3 5 1 00  The case to staining a perfor of these nameds.  cris persons age  Ruper's (record age  Ruper's (recording  Rupe
All cannels to became imports, I reduce pour I in the I also receive the eight to draw of the team of	And the Insurence will be pro- ligationally as user age at any elements. And the Insurence, and its Life Insurence, the Calencet De pendent you if I is the Mobile and under contine to which will include through the which will include through the which will include through the which will be and under the contine to which will be and under the contine to the large that the proposition of a large that the proposition of the large that the proposition of the large that the large that the large that the large that the large that the large that the large that the large that the large that the large that the large that the large that the large that the large that the large that the large that the large that the large that the large th	and and Health Instances; a risk this inserting of the Chicago of	a conference of group inquestion of group inqu	co their will be for the union . I will be for the union . I would favor the union . I would favor the union . I would favor the union . I would like the Casesard favor of any worket on the substitute of the union and so take. I would have a substitute of the union and so take . I would have a substitute of the union and a substitute	Antherit I removed  () They grant 3 6 3 6 1 0 0  The case to statistics a perfect of these manufacturing appropriate and the second age
all a mane's to became imported, I welcome pour is the 1 false receives the eight to some of the team	y mace inspect many its ways, and the light of the light	and and Health Instances; a risk this inserting of the Chicago of	a conference of group inquestion of group inqu	co their will be for the union . I will be for the union . I would favor the union . I would favor the union . I would favor the union . I would like the Casesard favor of any workets or any workets with . I would like the union and workets . I would like the union and workets . I would like the union and the union . I would like the union . I would like the union . I would like the union and a pignal . I would like the union and a pignal .	Antenti Frances  () Thus part 3.6 3 5 1 00  The case to staining a perfor of these nameds.  cris persons age  Ruper's (record age  Ruper's (recording  Rupe
All cannels to became imports, I reduce pour I in the I also receive the eight to draw of the team of	y mace inspect many its ways, and the light of the light	and and Health Instances; a risk this inserting of the Chicago of	a conference of group inquestion of group inqu	co their will be for the union . I will be for the union . I would favor the union . I would favor the union . I would favor the union . I would like the Casesard favor of any workets or any workets with . I would like the union and workets . I would like the union and workets . I would like the union and the union . I would like the union . I would like the union . I would like the union and a pignal . I would like the union and a pignal .	Antenti Frances  () Thus part 3.6 3 5 1 00  The case to staining a perfor of these nameds.  cris persons age  Ruper's (record age  Ruper's (recording  Rupe
If I mand to become impress 1, 1 orders possed to the 1 orders and 1 orders possed to the 1 orders of the team of	And the insulation will be pro- ligated by the property of the pro- ting of the pro- ting of the pro- ting of the pro- perty of the property of the pro- perty of the pro- ting of the pro- perty of the pro- ting of the pro- perty of the pro- perty of the pro- ting of the pro- perty of the pro- ting of the pro- ting of the pro- ting of the p	and and Health Innumery or of the innertical of the innertical or the first in approximates or with the latest in approximates or with the latest in approximate of the latest in approximate or the latest in approximate or the latest in approximate of the latest in approximate or proximate for approximate or proximate or latest in approximate or latest in ap	a conference of groups increased and the conference of Con	co their will be for the union to make the union to make the union to make the union to the unio	Antenti Frances  () New Jones 36 38 / 00  The same to staining a perfor of these nameds.  cris persons age  acting a perfor of these nameds.  cris persons age  acting a perfor of these nameds.  acting a perfor of these nameds.  acting a performance of the same of the  next in fact and the "right to Reportant",  acting a performance of the performance of the same of the  condition of the color of the color of the  condition of your own selection.  TERACT SIGNED BY THE SELLER.
all cannel to be trained impress, it was an appear in the 1 also receives the eight to be not of the team of the t	And the insulation will be pro- ligated by the property of the pro- ting of the pro- ting of the pro- ting of the pro- perty of the property of the pro- perty of the pro- ting of the pro- perty of the pro- ting of the pro- perty of the pro- perty of the pro- ting of the pro- perty of the pro- ting of the pro- ting of the pro- ting of the p	and and Health Innumery or of the innertical of the innertical or the first in approximates or with the latest in approximates or with the latest in approximate of the latest in approximate or the latest in approximate or the latest in approximate of the latest in approximate or proximate for approximate or proximate or latest in approximate or latest in ap	a conference of groups increased and the conference of Con	co their will be for the union to make the union to make the union to make the union to the unio	Antenti Frances  () New Jones 36 38 / 00  The same to staining a perfor of these nameds.  cris persons age  acting a perfor of these nameds.  cris persons age  acting a perfor of these nameds.  acting a perfor of these nameds.  acting a performance of the same of the  next in fact and the "right to Reportant",  acting a performance of the performance of the same of the  condition of the color of the color of the  condition of your own selection.  TERACT SIGNED BY THE SELLER.
all cannel to be trained impress, it was an appear in the 1 also receives the eight to be not of the team of the t	And the insulation will be pro- ligated by the property of the pro- ting of the pro- ting of the pro- ting of the pro- perty of the property of the pro- perty of the pro- ting of the pro- perty of the pro- ting of the pro- perty of the pro- perty of the pro- ting of the pro- perty of the pro- ting of the pro- ting of the pro- ting of the p	and and Health Innumery or of the innertical of the innertical or the first in approximates or with the latest in approximates or with the latest in approximate of the latest in approximate or the latest in approximate or the latest in approximate of the latest in approximate or proximate for approximate or proximate or latest in approximate or latest in ap	a conference of groups increased and the conference of Con	co their will be for the union to make the union to make the union to make the union to the unio	Antenti Frances  () Thus part 3.6 3 5 1 00  The case to staining a perfor of these nameds.  cris persons age  Ruper's (record age  Ruper's (recording  Rupe
all cannel to be trained impress, it was an appear in the 1 also receives the eight to be not of the team of the t	And the insulation will be pro- ligated by the property of the pro- ting of the pro- ting of the pro- ting of the pro- perty of the property of the pro- perty of the pro- ting of the pro- perty of the pro- ting of the pro- perty of the pro- perty of the pro- ting of the pro- perty of the pro- ting of the pro- ting of the pro- ting of the p	and and Health Intermedy as of the intermedial as of the	e continued of group incomes  and the continues of industriance  and the continues of the valuation  for planear in the valuation  for planear  for planear  in the valuation  in th	co their will be for the union to the union their terms are union to the union their these terms that there are union to the union their thei	Antenti Frances  () New Jones 36 38 / 00  The same to staining a perfor of these nameds.  cris persons age  acting a perfor of these nameds.  cris persons age  acting a perfor of these nameds.  acting a perfor of these nameds.  acting a performance of the same of the  next in fact and the "right to Reportant",  acting a performance of the performance of the same of the  condition of the color of the color of the  condition of your own selection.  TERACT SIGNED BY THE SELLER.
all cannot be browned impress, it was no part to the part to the part of the them are a share being to the part of the them are a share being to the part of the them. I share service the upin to the part of the	And the insurance will be pro- ligated by the project of any elements of presents.  The Committee and under contract,  The Committee and under contract of the Whitely and under contract of the Whitely and under contract of the Whitely and under contract of the Committee of the Whitely and the Committee of the Whitely and the Committee of the Committee of the Committee of the Committee of the the Committee of the Committee of the Committee of the Committee of the the Committee of the Committee o	and and Health Internets on the Ches control of the Ches control o	a conference of group incomes and the property of the control of the property of the control of the property o	co their will be for the union to the union th	Anterit I visioner  () Phus Piet 3.6 3 8 / 000  The land to Inhining a perfor of these animate.  First persons age  (in)  The land to Inhining the perfor of these animate.  Records of the land to Piet Talget to Recorders  Records of the land to Piet Talget to Recorders  Records of the land to Piet Talget to Recorders  Remove and to the Piet to Records of the color of the land to the color of the land to the lan
Il camed to became immers, I tentare pour il re. I alban receive fine epit la overa of the rises are alban receive fine epit la overa of the rises are alban receive fine epit la overa of the rises are alban receive fine epit la overa of the rises are alban received fine epit la overal	And the insulation will be pro- lighted by the property on it is to be the property of the property to be the property of the property to be the property of the property to be the property to t	and and Health Internets on the first control of the control of the first control of the firs	a conference of groups increased and the second of the sec	co their will be for the union to the union th	Anterial Processor  (I thus "part" 3.6 3 8 / 000  The same to substring a perform of these manusch.  Co's personal age.  Acquired a performance of these manusch.  Co's personal age.  Acquired a performance of the country interest of the country interest of the personal regular and department of the personal regular and the regular to the acquired of the country interest of the country in
all cannot be became imported to the post to severe in the post of the fame receives the eight to severe of the relate and a submer below. I will reserve the contact the received opiosast through beach.  I WARTI codings Group Credit the Will receive a submer through beach of the post of the severe opiosast through beach of the post of the severe opiosast through the post of the severe opiosast through the post of the severe opiosast of the post of the severe opiosast of the code opiosast of the code opiosast of the code opiosast opiosast of the code opiosast opiosast of the code opiosast op	shade that is successed with the pro- ligation of the control of t	and and Health Instances or and the Section of the	a continued of group incomes  the group that and individual of  the continues for your U  try phones in the valuable for  try phones in the valuable  try provides are provided in the  THIS CONTINUES, phones are  the fall amount due, if  the continues phones and  the fall amount due, if  the continues the continues  AVE RECLIVED A COPT  AUL INSTANCENT COUNT  TOTAL	ce their will be for the union to the union for the union to the union	Antent I removed  If they park 3.6 3 8 1 000  The same to intenting a parter of these manufactures of parter o
I meaned to become importal, I median special in the 1 allow section fine spirit in own of the them are also meaned through the control of the spirit in the	And the insulation will be pro- ligated by large age of any britanic ay large age of any britanic age age of age large age of age of age large age of age large age of age large age larg	and and Health Instances or and the Section of the	a continued of group incomes  the group that and individual of  the continues for your U  try phones in the valuable for  try phones in the valuable  try provides are provided in the  THIS CONTINUES, phones are  the fall amount due, if  the continues phones and  the fall amount due, if  the continues the continues  AVE RECLIVED A COPT  AUL INSTANCENT COUNT  TOTAL	ce their will be for the union to the union for the union to the union	Answert I - reviews  If they "park 3.6.5 8 /- 00  The case to staining a perfect of these annuals.  The case to staining a perfect of these annuals.  The case to staining a perfect of these annuals.  The case of the staining and annual
I maned to become importal, I median posses to the lates service the eight to be a late service the eight to be not of the time and them before the mediant through beautiful to the time of the mediant through beautiful to the time of the mediant through the time of	And the insulation will be pro- light from insulation will be pre- light from insulation will be pre- light from insulation.  The Committee insulation of the Workshop of the locality from and the  the Workshop of under street in the  the Workshop of under street in the  light from the control of the locality of the  light field for Professional or light from and the  light field of Professional or light from and the  light field of Professional or light from and the  light field of Professional or light from and the  light field of the light field of the  light field of professional or light field  light field of the light field of Professional	and and Health Instances or the the inserting of the inserting of the first of the inserting or the first of the inserting of	a conference of groups increased and the second of the sec	co their will be for the union to the union th	Antent I removed  If they park 3.6 3 8 1 000  The same to intenting a parter of these manufactures of parter o
all cannot be browned search. I tender pour la rec. I also service the opt to pour la re. I also service the opt to pour of the rise are also receive the I MRIT content through Great the I MRIT content through Great the I MRIT content through Great through Season's agreement: As according to the receives of which women, may not the market. Season's agreement: As according to the receives of the content of the Content. We saw how we cannot the content of the receives of the content of the Content. We saw how we cannot be serviced as a content port that pour tenders applied may be ROTICE TO THE BUYER: 1. Do n Copy of Rice Agreement. J. Under the credit system content, and according to the credit system content, and assigned the browned according to Sellar agrees to this Content. Sellar agrees to this Content.  Sellar agrees to this Content.  Sellar agrees to this Content.  Sellar agrees to this Content.  Sellar agrees to this Content.  Sellar agrees to this Content.  Sellar agrees to this Content.  Sellar agrees to this Content.  Sellar agrees to this Content.  Sellar agrees to this Content.  Sellar agrees to this Content.  Sellar agrees to this Content.  Sellar agrees of this Content.  Sellar agr	And the insulation will be pro- light from insulation will be pre- light from insulation will be pre- light from insulation.  The Committee insulation of the Workshop of the locality from and the  the Workshop of under street in the  the Workshop of under street in the  light from the control of the locality of the  light field for Professional or light from and the  light field of Professional or light from and the  light field of Professional or light from and the  light field of Professional or light from and the  light field of the light field of the  light field of professional or light field  light field of the light field of Professional	and and Health Instances or the the inserting of the inserting of the first of the inserting or the first of the inserting of	a conference of groups increased and the second of the sec	co their will be for the union to the union th	Antent I removed  If they park 3.6 3 8 1 000  The same to intenting a parter of these manufactures of parter o
all amond to become importal, leaders purel in the labor secretor fine eight to serve of the relate and a share better fine eight to war of the them are share better for eight to will reserve opinions through beeth.  I WRINT sodiests through beeth life will reserve to be the laborator, the second of the secon	And the Insulance will be pro- ligated by the service of the pro- terminal by the price of any  to the and the Insulance of the price of the  to the best of the price of the  to the best of the to the  to the best of the  to the to the  to the  to the to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to	and and Health Instances on the first enemers on the first enemers of the enemers of the first enemers of the enemers of the enemers of the first enemers of the enemers of th	e conference of groups income income and the property of the states of industriance of the states of	ce their will be for the unice	Antent I remove of the water of these annual of the party of these annual of the control age.  The case to initiate a party of these annual of party of these annual of a party of these annual of a party of the control age.  The control age of the control and the control of th
all amond to become importal, leaders purel in the labor secretor fine eight to serve of the relate and a share better fine eight to war of the them are share better for eight to will reserve opinions through beeth.  I WRINT sodiests through beeth life will reserve to be the laborator, the second of the secon	And the Insulance will be pro- ligated by the service of the pro- terminal by the price of any  to the and the Insulance of the price of the  to the best of the price of the  to the best of the to the  to the best of the  to the to the  to the  to the to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to	and and Health Instances on the first enemers on the first enemers of the enemers of the first enemers of the enemers of the enemers of the first enemers of the enemers of th	e conference of groups income income and the property of the states of industriance of the states of	ce their will be for the unice	Antent I remove of the water of these annual of the party of these annual of the control age.  The case to initiate a party of these annual of party of these annual of a party of these annual of a party of the control age.  The control age of the control and the control of th
all amond to become importal, leaders purel in the labor secretor fine eight to serve of the relate and a share better fine eight to war of the them are share better for eight to will reserve opinions through beeth.  I WRINT sodiests through beeth life will reserve to be the laborator, the second of the secon	And the Insulance will be pro- ligated by the service of the pro- terminal by the price of any  to the and the Insulance of the price of the  to the best of the price of the  to the best of the to the  to the best of the  to the to the  to the  to the to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to	and and Health Instances on the first enemers on the first enemers of the enemers of the first enemers of the enemers of the enemers of the first enemers of the enemers of th	e conference of groups income income and the property of the states of industriance of the states of	ce their will be for the unice	Antent I remove of the water of these annual of the party of these annual of the control age.  The case to initiate a party of these annual of party of these annual of a party of these annual of a party of the control age.  The control age of the control and the control of th
If I meand to become impress, I reduce posses to the I meand to become impress to the lates secretary the eight to the other of the same as them below the eight to the same of the same as them below I was not the same through bedding the same of the same as the same through bedding the same as	And the Insulance will be pro- ligated by the service of the pro- terminal by the price of any  to the and the Insulance of the price of the  to the best of the price of the  to the best of the to the  to the best of the  to the to the  to the  to the to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to	and and Health Instances on the first enemers on the first enemers of the enemers of the first enemers of the enemers of the enemers of the first enemers of the enemers of th	e continued of young inquestions of the continued of the	ce their will be for the unice	Antent I remove of the water of these annual of the party of these annual of the control age.  The case to initiate a party of these annual of party of these annual of a party of these annual of a party of the control age.  The control age of the control and the control of th
all canned to became impress 1, became pure in the 1 date receives the eight to sever of the relate and a slaven better.  I WART codings Group Credit the Wart word opicious through became in Wart word opicious through became in Wart word opicious through became it began a window so the land in this Contest. We would not work to be the word in this Contest. We will not the code in the Contest. We will not work to be also in this Contest. We will not work to be a set of the Contest. We will not code in the Contest. In the code in the Contest. In the code in the Contest. In the code in the Contest in the code in the Code in the Contest. In the code in the Co	And the Insulance will be pro- ligated by the service of the pro- terminal by the price of any  to the and the Insulance of the price of the  to the best of the price of the  to the best of the to the  to the best of the  to the to the  to the  to the to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to	and and Health Instances on the first enemers on the first enemers of the enemers of the first enemers of the enemers of the enemers of the first enemers of the enemers of th	a conference of groups increased and the property of the control of find and the control of the	ce their will be for the unice	Activated Processor  (I thin year) 3.6 3 8 / 000  The same for interior a perform of these nameds.  Cor's personal age.  Activated in the same make the same of the country interior again and the village to Represent property and the processor and the processor and processor and the country of the country
all cannot be became impress, it was an appear to the 1 date service the eight to serve of the relate and a share being to the service the eight to serve of the relate and a share being to the relate options through beets.  I WART content through beets it was been a served of which women, my on the receipts of which women, my on the receipts of which women, my on the receipts of which women, my one to the receipts of the relate and the factors. If it relates to the last the factors if it relates to the last the factors if it relates to the relate to the relates to the relate to the relates in the relates to the re	And the Insulance will be pro- ligated by the service of the pro- terminal by the price of any  to the and the Insulance of the price of the  to the best of the price of the  to the best of the to the  to the best of the  to the to the  to the  to the to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to the  to	and and Health Instances; and the Section Process of the Section o	a conference of process increases and the process of the process o	ce their will be for the unice	Antent I remove of the water of these annual of the party of these annual of the control age.  The case to initiate a party of these annual of party of these annual of a party of these annual of a party of the control age.  The control age of the control and the control of th

How The Finance Charge is Figured: The Finance Charge, which consists only of interest, has been computed upon the basis that I will pay all instalments on the scheduled due date, If any instalment is received (after than the scheduled due date, I will be obligated to pay such additional amounts as may become payable by reason of the accrual of interest calculated delig upon the unperdibalance of the Amount Financed. In the event that any instalment is made in advance of the scheduled due date, the interest charges will be reduced accordingly. The amount of this decrease or increase will be reflected in the final payment. I shall have the right to prepay the unpaid principal balance in full or in part at any time provided that payments are first applied to accrued interest as of the date of prepayment.

How Payment in Advance Of Credit Insurance is figured: If I pay all amounts owing uncerthic Contract in advance, I will receive a refund for Group Credit insurance premiums from VCL, as specified on the front of this Contract calculated by a formula approved by the naurance Department.

Late Charge: If I fail to pay any instalment for more than 10 days from the date it is due, I will that a fall charge of 5% of the unpaid instalment.

Return Check Charge: If any check, draft or other item I send you in payment of my obligation on this Contract is returned for insufficient funds, I agree to pay you a Return Check Charge of \$22.00.

Collection Costs: If you hire an attorney to bring a lawsuit to collect any amount owing under this Contract, I will pay you attorney's feet up to 15% of the amount then due, nius tour costs, or such lesser amounts as the court allows.

Fayment After All Amounts Owing Become Immediately Owe: Under certain circumstances, you can declare all angunts owing under this Contract immediately due. If you do and all amounts damp are paid or you sue for them and obtain a judgment, you will calculate what I owe as if I were going to pay in advance.

Care of Vehicle: I agree to keep the Yehicle in good condition and repair; not to remove it from the address at which it is presently kept without your prior written consent; not to sell or treaster it or use it as collateration another transaction; not to use the Yehicle for hire, livery or lesse or permit its use in any illegal manner; not to allow someone else to seize the Vehicle or cleake a ten (claim) on it; and to give you immediate writter, notice of less or damage to the Vehicle.

Insurance Requirements: I agree at all times to keep the Vehicle insured with comprehensive, live and theft, and a miniment amount of deductible cut-isson insurance satisfactory to you, endoised to profect you with a idensed insurance company. If I fail to insure my Vehicle, you may do so and I agree to pay the cost. I agree that any insurance moneys payable by reason of damage to or loss of the Vehicle shall be paid directly and solery to you and may be used to pay my debt to you. If the Vehicle is lost or damaged, you can use the insurance proceeds (money) to replace or repair it, or to reday any amounts I owe you, and I agree that, if necessary, you can settle any insurance claims or sign any insurance checks on my behalf. I agree that loss, damage to or destruction of the Vehicle shall not affect my duty to make the payments under this Contract.

Further Advances Secured: If I fail to pay fees taxes or the costs necessary to keep the Vehicle in good condition and repair, you may, if you alone choose, advance any sums necessary to protect your interest in the Vehicle, Any such advances will be secured by the Vehicle and will be subject to a finance Charge at the Annual Percentage Rate of this Contract.

If i fail to maintain required property insurance, you may, if you choose, obtain equivalent limits of replacement insurance. This replacement insurance will protect your interests, but you are under no abligation to obtain replacement insurance which will also protect my interests. THE INSURANCE YOU PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE MELLSS COVERAGE THAN INSURANCE I COULD PURCHASE MYSELF. Any amount you advance will be secured by the Vehicle and will be subject to a Finance Charge at the Annual Percentage Rate of this Contract. At the time of the advance, I will be notified in writing of my options to repay the advance.

- (i) to full within ten days of the notice
- (#) along with my muntily payment.
- (in) if available, as a single monthly payment, one month following payment of all other amounts due under the Contract;
- (ii) it available, as additional monthly payments, not enceoding the monthly payments due under the Contract,

Your payments on my behalf will not core my failure to perform my promises in this Contract.

Optional insurance or Service Contracts: This Contract may contain charges for optional insurance or service contracts. If the Vehicle is repossessed, I agree that you may claim benefits under these contracts and terminate them to obtain refunds for unearned charges.

Right to Demand Payment in Full: Upon the following events of default, you can require that the entire balance of my toan be paid at once, without print notice or demand, if:

- 1. Any amount owing under this Contract or any other amount I one you now or in the future is not good by the day it becomes due; or
- 2. I break one of my promises under this Contract, or
- 3 I have made any false or misleading statement on this Contract and/or credit application, or 4. Your name does not appear as the only "lienholder" (claim) on any certificate of title issued now or in the future; or
- 5. The Vehicle is lost, stores or damaged without adequate insurance coverage or joid, or given away, or seried, or
- 6. I file bankruptcy or if any proceeding is instituted to seek relief from my debts, or
- 7. I die or become regally unable to manage my affairs, or
- 8. You, in good faith, believe that the prospects of payment or other performance under this Contract is impaired.
- 9. The Vehicle is seized by a third party fincluding, without limitation, a municipality of other governmental or quasi-governmental entity) because of the Vehicle's alleged or actual unvolvement in actual or alleged criminal or unlawful activity and/or where a forfeiture proceeding has been instituted in/before any federal state or local court or any administrative body.

Right to Repossess: You can repossess (take) the Vehicle if one of the events of defact: (listed in the "Right to Demand Payment in Euli" section) occurs. After my default, I will deliver the Vehicle, upon your request, or you can enter the premises where it is kept and take it yourself (as permitted by law), and you need not notly me before you do it is You can self the Vehicle after repossession and apply the proceeds to the before of what I one after deducing your reasonable repossession, storage, repair preparation for safe and selfing expenses. You will send me reasonable notice by mail of any safe of the Vehicle. If my Default consists solely of a failure to make tunely payments, I may have certain rights to stop the safe of my Vehicle even after you repossess it if I make timely tender of the amount required to redeem the Vehicle.

To recover any articles I claim are not part of the Collateral but were contained in the Vehicle, a must notify you in writing within 10 days after repossession. Failure to claim and take ocssession of these items promptly will be an abandonment of these:

If the sale does not cover all that I owe, I will be responsible for the amount still owed of those is any surplus money, it will be refunded to me.

Trade-In and Downpayment: I guarantee that I own the vehicle traded in, if any, and "hall it is free from any lien or security interest not shown in the "Trade-in" section of the "Tramitation of Amount Financed." I also represent that I have made the downpayment and have not borrowed it.

Title and Security Interest: If the Vehicle is already bitled or is to be tided it guarantee that I am or will be the registered owner and your security interest shall appear as the only security on any certificate of title now or in the future issued, I agree that you can apply for certificates of title to show your security interest and I agree to assist you in doing so I also give you permission to file a financing statement (nonce of your security interest blee for public record; covering your security interest without my signature on it.

Waivers and Releases: You can haive or delay enforcing any of your rights without losing them. You can waive or delay enforcing a right as to one of us without aliening it as to the other. You need not give anyone notice of the waiver, delay or release. Your failure to fine a security interest, failure to keep the Yehicle insured, resease of a security interest or granting extensions of time or payment shall not affect my obligation under this Contract.

Applicable Law: This Contract shell be governed by New York Law except for its conflict of law provisions. If any provision is found to be neffective under any law or regulation, the remainder will shill be cinding and effective.

The following notice shall not apply to any sale for other than personal, family, or household use.)

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT
TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT
AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT
HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY
THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR
HEREUNDER.

Warranties and Representations: I warrant and represent that the funds (Collateral) are obtained and will be used in connection with lawful activities, pursuits, endeavors, ventures or businesses, and I will not use the lunds (Collateral) to violate any faw that could result in businesses, and proceedings being instituted. I agree to promptly inform you of any proposed proceedings or actual proceeding which would subject the funds (Collateral) to forfeiture to any governmental body.

WARRANTIES: If this Contract involves the sale of a new Vehicle, the Seller makes no warranty, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, unless Seller has given Buyer a separate written warranty or unless Seller enters into a service contract with Buyer within 90 days from the date of this Contract, or except for any warranty set forth in the Buyer's Guide for Used Cars.

IF THIS CONTRACT INVOLVES THE SALE OF A USED VEHICLE, AS DEFINED UNDER 16 CFR PART 455, THE INFORMATION I SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

#### ASSIGNMENT

FOR VALUE RECEIVED, receipt whereof is hereby acknowledged, the Seller hereby sells, transfers, assigns and sets over to the Assignee named on the face hereof, its successors and assigns or any subsequent assignee, all right, title and interest in and to the Contract and to the Contract, any

Case 2:09-cv-00766-SJF-AK	T Document 1	Filed 02/24/09	Page 31 of 54 PageID #:
I WANT optional Group Credit Life Insurance.		-	Insured Buyer's present age
WE WANT optional Group Credit Inint Life Insurance.	\$		Insured Co-Buyer's present age
L WANT optional Group Accident and Health Insurance.	\$		
Signature of Buyer	Sign	sture of Co-Buyer (For Joint Life)	)rily}
insurer:	· <del> </del>		Max. Amt. of Ins.:
Security Agreement: As security for this Contract (to protect you if I exerts of default occurs, you can take the Vehicle and under certain exclusion the back of this Contract. "Vehicle" shall include tires, part rom loss or damage to the Vehicle. If I default (see "Right to Demand I efunds which you receive against any balance that I owe. The Vehicle i AGREE THAT THE PROVISE	nricumstances sell it, as is mor ts, equipment, replacement par Payment in Full* section), you h also secures any advances mad	e fully explained in the "Right to its or additions to the Vehicle or ave the right to apply any sums	Demand Payment in Full' and the "Right to Repos any vehicle insurance refunds or any proceeds result that I have on deposit with you and any group insur- vehicle.
NOTICE TO THE BUYER: 1. Do not sign this Agreement copy of this Agreement. 3. Under the law, you have the rithe credit service charge, either: (a) prepay without penalo law, you have the privilege of purchasing insurance on	ight to pay off in advance lity, or (b) under certain ( a the motor vehicle provic	the full amount due. If your ircumstances, obtain a re led for in this Contract fro	w do so, you may, depending on the natur bate of the credit service charge, 4. Accord m an agent or broker of your own selection
feller agrees to this Contract, including terms and count assigns it to the Assignee named above in accordates assignment printed on the reverse side, unless otherwise.	ince with the first RE	IAIL INSTALMENT CONTR	
ever Auto Galley Inforts Inc.	Buy	1 ichart Till	4.000-
- China	Co-l	Buyer	<u> </u>
Anyone signing below consents to your taking a security interest is security interest and will have no personal responsibility for the pa	in the vehicle described in thi yment of obligations existing t Address	s Contract and is obligated ont ader the terms of the Contract.	under those terms of the Contract which create to the Date
	CO-SIGNER NO	TICE	
I agree to pay the debt identified above, although I although the person who receives the property, service pay the debt. I should know that the Total of Paymer repossession or foreclosure costs, court costs or attall of these costs and charges as required by the term of my obligation, and the Co-Signer(s) Notice.	es or money is capable onto listed above does no orneys' fees, or other chas of the Contract. I have	of paying the debt. This not include Finance Charge arges that are stated in the read the Retail instalment.	otice is not the writing that obligates me is resulting from delinquency, late charg ne Contract. I will also have to pay some nt Contract, which contains the exact ter
I have been given a completed copy of this Notice and	l each writing that obliga	tes me or the Buyer on th	is Contract.
N- A	<u>-</u>	<b>ルー</b> ス	
Co-Signer's Signature	Date (	o-Signer's Signature	Cate
CO-SIGNER: I SHOULD READ THE NOTICE TO CO-SIGNER, ABOVE, CO-SIGNER'S AGREEMENT: i. the person (or persons) signing below the person of this Contract, separal though you will use the proceeds only for the Buyer's benefit. I again interest I also acknowledge receiving a completed copy of this Contract.  X Co-Signer's Signature	was "Co-Signer," promise to pa lely and together, with the Buy ee to pay even though you may tract.	in to you all sums due on this Green. I am making this promise to not have made any prior demi	onduce you to make this contact with the router and for payment on the Buyer or exercised your sec
Co-Signer's Signature	Ac	rtress	Date
	CE. SEE REVERSE SIDE FOR IM	PORTANT INFORMATION.	< 2011 FARTHEUMER STREET

GRICINAL - WARE - RIPTER'S COPY - CENTY - MARK FOR COPY - PINE - BEALER'S COPY - GENERICS

maken to the second of the sec

Exhibit 2

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.  7.05 %  My Payment Schedule will be:  No. of Payments Amount of Payment S 549.9	s 7816, 48  ots When Payments Are Due Monthly, Deginning	3-2/	The amount I'm I have made all payments.  \$ 46 19 7  Security: I am giving a Filing Fees: \$	ill have paid after scheduled. The trace of \$48	I Sale Price ptal cost of my purchase on including my downpayment 8100.00 Y297.48  Dr vehicle being purchased
My Commercial Comments A mevel and mare Comments  A comment of the Comments of	it cha information about non,	payment default, any required 500 Old Court Nextbory NV	Prepayment: If a payment repayment in full before in the state of the	nt is late more than 10 days. I very larger than 10 days. I very larger to pay a per the scheduled date and prepared to the scheduled date and the scheduled date an	urance: \$  iill be charged 5% of the payment enalty.  ayment refunds and penalties
uver(s)	Address  Address  Quirements" section)  Body Style  No.	Rome My 1	3442 Zip Code(s)	If there is more than one B	Seller and Buyer, All disclosu er. Seller intends to assign t amed below. uyer, each of us will be obligat for all sums due you and t nts as provided in this Centract

Exhibit 3



500 Old Country Rd. Westbury, NY 11590 Tell: (516) 280-7555 Fax: (516) 280-7557

Year: 2005 Make: Ada Model: A6 Date: 2456	Year: 2006 Vin: 11A4DG	Make: ALL)	Model: <u>A6</u>	Date: 245/03
-------------------------------------------	---------------------------	------------	------------------	--------------

ALL SALES ARE FINAL NO RETURN OR EXCHANGE.

All warranty claims must be through the Dealership Service Department, by appointment only, To make an appointment call 516-280-7555, ask for the Service Department - Monaday thru Friday 10:00am - 5:00pm.

All repairs are done by third party repair facilities. Dealership is not responsible for any theft or damages of any kind to the above referenced vehicle or any personal property left in the vehicle. Auto Gallery Imports line is not responsible to arrange a loaner car, or reimbursement for a rental vehicle while vehicle is in service. We do not make any representations or warranty any accessories such as radar detectors, sos systems, asvigation systems, ed devices, time & temp. gauges, tv, ver and dvd players.

Dealer is not required to provide any services to the vehicle if the vehicle is sub-let to a third party. For all repairs, Purchaser/Lessee personally must contact Auto Gallery Imports Inc. To claim warranty, vehicle must be brought to Auto Gallery Imports Inc, or any of our designated third party repair facilities, Use of vehicle for purpose of hire, commercial or racing will void the warranty. Also if the above referenced vehicle is stolen or involved in an accident, or if the vehicle is modified or altered; warranty is then void. Dealer in not responsible for any previous repairs (mechanical, physical, minor or major). Dealer must be notified in writing, by Certified Mail, with return receipt requested with-in 48 hours of delivery of any existing problem at time of delivery.

Once delivery of the vehicle takes place, all advertisements, oral agreements, representations and negotiations are null and void. In case of dispute between Ante Gallery Imports inc. and the Purchaser/Lessee, before any legal actions, Purchaser/Lessee is required to notify the Dealer by certified Mail to the dealership address: Attn: Controller. Explain the dispute along with contact information. Allow 10 business days and co-operate with the controller to resolve the matter. Otherwise the Purchaser/Lessee will waive his or her rights to dispute at a Court of Law. This transaction is governed by, laws of the state of New York. All claims, suites must be filed in Nassau County, State of New York. Seller is not responsible for any legal fees. Seller's maximum liability on this transaction is limited to \$3000(except mechanical repairs covered under NYS limited warranty). Purchaser is responsible for all the seller's legal fees, in case of loss or dismissal of a suite or claim.

Purchaser must cooperate with Auto Gallery Imports Inc. to fund loan or lease by the primary lender, otherwise he or she will be in default & must pay entire amount financed in full immediately. Failure to comply or make a satisfactory agreement with Auto Gallery Imports Inc., will result in repossession of the above referenced vehicle and purchaser will forfeit entire down payment and will be held accountable for all losses and legal fees. Auto Gallery Imports Inc. is not responsible for delays on out-of-state registrations, for any reason. If Purchaser/Lessee, purchases an extended warranty, that warranty is subject to acceptance by the primary warranty company, in case of non-acceptance, Auto Gallery Imports Inc. shall have the right to void the contract and offer Purchaser/Lessee a different warranty contract, or refund amount paid. In any case maximum liability for dealer is the purchase price of the warranty agreement, which was paid. Auto Gallery Imports Inc. shall not be responsible, if a claim was submitted and not paid by the warranty company for any reasons. All warranty contracts must be signed by both Purchaser/Lessee and Auto Gallery back the contract is null and void. If a check accepted by the Dealership and is returned unpaid for any reasons, there will be a \$50 return check fee & after 15 days if not paid, an additional 33% collection agency fee will be added to the amount of the check.

A faulty service light complaint must be accompanied by a mechanical malfunction. (Please note: that a service engine light may turn or for numerous reasons, such as using regular gasoline instead of super unleaded gasoline or filling gas tank while engine is running.) We suggest all our customers to take advantage of extended warranty's that is offered by reputable Warranty/Insurance companies, in order to avoid unexpected large mechanical bills in the future.

I have read, understood and agree to the terms and condi	itions above:	
Purchaser/Lessee Yudan Tellanterinh	Purchaser/Lessee Signature	

Exhibit 4

 $\frac{1}{2}$ -AKT\_Document 1 Filed 02/24/09 Page 37 of 54 PageID #: 37 407 McAlpine Street • P.O. Box 5068 • Avoca, PA 18641-0068 GUARDIÂN WARRANTY PISUPANCE 1-800-482-7357 • Local: 570-414-7777 Administrator Use Only CORPORATION "July Insured" Fax: 1-888-840-7883 • Fax: 570-414-7883 Preowned Gold (Please Press Hard and Print Clearly) Class 1 2 3 4 5 www.guardian-warranty.com Coverage PT S Customer Name (சி. சிக்கர்) Vehicle Year Amount Current Address 5 Options Vehicle Make Ded. Adi. Cay <u>Acc</u> c Total Vehicle Model Dir Ck State / Zip Mileage & Gray Chack # Customer Ph. (1.16) VIN. No RADO GO THE ASSESSMENT Dealer Name Vehicle Price \_\_\_\_\_\_ Accepted by Engine Size Dealership State Lin # Date Transmission 4WD/AWD Methoda Chastrain David CONTRACT CHOICE GUARDIAN GOLD COVERAGE CHOICE Chest Op 20 (Check One X) (Check One X) 90 Days or 4,500 Miles Standard Commensus 24 Months or 24,000 Miles THE CHOICE CHOICE CHOICE CHECKEN 180 Days or 7,500 Miles 36 Months or 36,000 Miles ] Alestand at 100 cm. [ ] Opposition 12 Months er 14,500 Miles 48 Months or 50,000 Miles 24 Months or 26,500 Miles VEHICLE FOODPMENT PONTELLS PORTER 60 Months or 64,000 Miles 38 Months er 38,500 Miles 48 Months or 50,000 Miles J. Dan Wheek . J. och Dely Contract Regental Original to Service Bete Contract Transfer JULIU Contract Upgrade COVERAGE BEGINS AS THE END OF THE MANUFACTURERS BASIC WARRENTS ALTERNATION STREET, ST angel Severtopas 1500e THANK YOU FOR CHOOSING GWC RETAIL AMOUNT \$ NO STATED COMPONENT COVERAGE (If an item is NOT specifically listed then the item is NOT covered) POWERTRAIN COVERAGE INCLUDES: ENGINE: AB internally lubricated parts, Comshelt and bearings, Connecting rods and bearings, Crankshalt and bearings, Cylinder block, Main bearings, Distributor shaft, Exhaust manifold, Inteke manifold, Oil pump and gears, Pick-up screen, Pistons, Piston rings, Wrist pins, Timing chain and pears, Tuning belt, Cylinder heads, Exhaust valves, Intake valves, Valve springs and retainers, Push rods, Rocker arms and shefts, Hydraulic and solid lifters. SEALS AND GASKETS: Cylinder 'tro! gaskets and intake manifold gaskets are covered. All other seals and gaskets are covered as a result of a covered repair. TRANSMISSION: Automatic - All internally and packs, Governor Manusch and Internative Consecution, Court and shall be Personal Bestiangs, Bands, Cuttch plates, Freston and steel drams, Pump. Serva and Lyalve body Synchronizer drams. Overdrive housing, Exclusions are Clutch, Pressure plate, throwder bearing, Entage, cables, shifter, electronic switches, solements, and clutch slave cylinders' FOUR (4) WHEEL DRIVE AND ALL WHEEL DRIVE: All internally fubricated parts, Transfer case, Bearings, Bushings, Chains, Gears, Steeves, and Sprockets. DRIVE AXLE: At internally lubricated parts, Drive axis housing, fling and pinion gears, Spider gears, Side gears, Bearings, Bushings, Spacers, Yokes, Axie shefts, Driveshafts, Larger bearing. Universal joints, CV joints (Provided the boots are not torn or damaged). (Exclusions are CV joint boots, locking hubs and wheel hubs). LABOR / DIAGRIDSTICS: : abor charges shed he based on the current Motor's Labor Guide and rates shall be within accepted industry standards: Diagnostics are covered only in conjunction with a stated caraporant repair en la con-11 hour labor. JOWING: Reimbursement up to 450 per covered breakdown. DEDUCTIBLE CHOICE: As selected above per repair visit. STANDARD COVERAGE INCLUDES POWERIRAIN, PLUS THE FOLLOWING: AIR CONDITIONING: (DEM Equipment Only) Accumulator, Compressor, Clutch, Clutch bearing, Condenser. Dryer Mecewar, Evaporator, (Exclusions are component failure due to contamination of the specified manufectured refrigeration oil, recharge and evacuation of system. AfC system conversion from freen to other chemicals and any retrofit process). BRAKES: All internally lubricated parts of the hydraulic system including the Moster cysinder, Vacuum power assist booster and valve, Disc brake calpers, Wheel cylinders. Steel brake lines and Hoses, Exclusions are: Linings, Rotors, Pads, Droms, Hardware and any component failure due to fluid contamination). ABS: (Coverage aut available on 80 or 180 day Cantracts) including Electronic control processor, Pressure modulator valve, Isolation dump valve, Accumulator, Wheel spead sensors, Hydraulic pump and Motor assembly. COOLING: Radiator, Water pump, Thermostat, Electric radiator (an, Fan and clutch, Coolant racovery container, (Exclusions are Belts; Hoses, Heater core, Blower motors, and Electronic switches). ELECTRICAL. Alternator, Electric noin, from wiper motor, Rear wiper motor, Rear defroster switch, Starter motor, Starter drive assembly, Starter solution, and Voltage requiator, FLUIDS: Any fluids required os a result of a covered report. (Exclusions are Air conditioning refrigerant, Filters, Dif additives). HETECH ELECTRICAL: (Coverage not available on 90 or 180 day Contracts). Fuel Pump, Power antenna mutor, Power door lock actuators and switches, Power motors and switches, Power seat motor; and switches, Power support meter, Power convertible top motor, Power window motors, regulators, and switches, Electronic ignition module: STEERING: Power steering pump, Rack and philion, Steering gear box SUSPENSION: Upper and lower control arms, Upper and lower ball joints, Leaf and coil springs (Only if broken), Wheel Bearings; and Spindles. TURBOCHARGER :DEM Equipment Only) Surcharge applies. All Internally Imbricated parts, Housing, Wastegete, Vanes, Shafts, and Bearings. RENYAL CAR REMBURSEMENT: In the event that a mechanical breakdown of a covered component requires labor in excess of eight (8) hours, you are combursed up to \$25.00 per day for a maximum four (4) days. Exclusions are delays caused by unavailability of parts, shipping, shop schadules). DEDUCTIBLE CHOICE: As selected above per repair visit. ROADSIDE ASSISTANCE AND TOWING: 1-866-293-3543 Details on State Requirements and Disclosure Page COMPREHENSIVE COVERAGE INCLUDES POWER TRAIN, STANDARD, PLUS THE FETCUMENT. TO THE SECOND CONTRACT CONT Power triol release, Noutre safety Switch, Stop lamp brake switch, Washer fleid pump. ENHANCED ENGINE: Engine mounts, Turing helt tensioner. Timing and valve covers. crity as a result of a covered schipment fadure), Transmission mounts, Flywheel, Flax plate. FUEL SYSTEM: Injectors, metering valve, lines and littings, Fuel gauge sending unit, Fuel tank (only as a result of corresion). INTERIOR / EXTERIOR: Hood latch and cable, Door locks, handles, hinges, Trunk lock and hinges, Seat adjuster springs, Washer

find exit ports, Glove box lock. SENSOR PACKAGE: Oxygen sensor [02], Mass air flow (MAF), and Manifold absolute pressure (MAP). Optional on Standard Coverage. Sacharge applies. DEDUCTIBLE CHOICE: As selected above per repair visit. Zero (\$9) deductible applies only on Guardian Gold Comprehensive coverage.

MIPHOTES MESTERS BHEEFING Von should and annual the date.

NEW HAMPSHIRE. The definition of "We," "Us", "Our", or "GWC" on the front page of this Contract is reptaced with the following:

"We," "Us", "Our", or "GWC" means the Selling Dualter. This Contract is between Year and the Dealer with GWC being the Administrator of this Contract.

To sumsker this Contract, the following must be submitted to the Administrator within 30 days of the change of ownership to a subsequent individual puschaser: 1 Original Contract and Application: and 2. Name and Address of new corner; date of solo to new owner, and current mileage. We will not charge any transfer lise. If this Contract is canceled within the first sinty (60) days and no claims have been fled. We will refund the entire Contract charge paid. If this Contract is canceled after the first surly (60) days or a claim has been filed. We will refund an amount of the Contract charge according to the pro-rate mothod reflecting the greater of the days in force or the miles driven based on the term of the plan and the date Coverage begins. There is no cancellation less charged to You

In the event of cancellation, the Lien Holder. If any, will be named on a cancellation refund check as their interests may appear. In the event that You do not receive satisfaction under this Contract. You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suita 14, Concord, NH 03301 or phone 1-800-852-3416 or 1-803-271-2261.

NEW JERSEY. The definition of "We," "Us", "Our", or "GWC" on the front page of this Contract is replaced with the following: "We," "Us", "Dus", or "GWC" means the Selling Dealer. This Contract is between You and the Dealer with GWC being the Administrator of this Contract.

NEW YORK. Section 1986 of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used Vehicles with % 000 miles or less at time of sale Provides Coverage for 90 days or 4,000 miles, whichever occurs first

Used Vehicles with more than 36,000 miles but loss than 80,000 miles at the lane of sale

Provides Coverage for 60 days or 3,000 miles, whichever occurs first

Great Valuations with 50,000 motes or move but not move than 100,000 miles at the sine of sale

Provides Coverage for 30 days or 1,000 miles, whichever occurs first. The MARLE You have percented they be covered by the day to the hand

Contract. The states in the provided her of charge. Furthermore, the Definitions, Coverages, and Euclusinus stated in the Contract and you had the Contract and are not the required Desirer Warranty. If no claim has been made under this Contract, You may return this Contract within themby (20) days of the rate the Contract was maked to You, or within ten 100 says of delinery if the Contract was delivered to You at the time of sale. In such a case, the Contract will be vaid until the We will refund to You the full amount of the purchase price of this Contract. This right to sold the Contract is not transferable non-applies only to the coignal Contract holder, if You cancel this Contract otherwise, You will be provided a pro-tate return less 9 \$25.00 concelation toe and less any claims that have been paid. You may return this Contract by making it to the attention of the Administrator at the address trated on the face of this Contract. If We do not can the return before the 30° day after the date of cancellation by the are flebte to the Contract helder for a penalty rick to exceed the parcent (10%) of the amount outstanding per month. The after amendioned canonitation provisions only apply to the original purchaser of the Coetract and is not transferable

NORTH CARCLINA. There shall be added to the first page of this Contract in this applicant's signature area just above the signature. The Purchase of This Contract is NOT REQUIRED ETHER TO PURCHASE OF TO OBTAIN FUNDING FOR A 160 TOR VEHICLE". If this Contract is cancelled within the first stop (60) days are no darms have been filed. We will refund in amount of the Contract is cancelled shall the first shap (60) days or a dating base filed. We will refund in amount of the Contract charge according to the pro-rate method reflecting the greater of the days in force or the miles driven based on the term of the plan and the date coverage begins less an administration fee of Marry file dollars (525) or "South to prorata refund amount, whichever is less. In the event of cancellation, the Lien Molder, if any, will be named on a cancellation refund check as their interest may appear. This Contract will not be cancelled by Us unless there is a direct victation by the Contract holder as started in the Contract.

RHODE ISLAND: Section 31.5 6 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of uses; motor Vehicles as follows: Used Vehicles with \$6,000 miles or less at time of sale Used Vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale. Provides Coverage for 30 days or 1,000 miles, whichover (VELVS first. Provides Coverage for 90 days as 4,000 males, whechever occurs first

In- Vehicle You have purchased may be covered by this line. If so, the following is added to this Contract in addition to the Dealer Warranty required by this law, You have elected to purchase time Contract, which may provide You with additional protection owing the Deuter Warranty period and provides protection after the Deater Warranty has expend. You have been charged servicely only by the Contract. The required Geaser Warranty's provided size of charge. Furthermore, the Definitions Coverages, and Exclusions stated in this Contract copy only to this Contract and the not the

SOUTH\_CARCHINA: If this Contract is contract is the first start yield days and no claims have been filed. We will refund the entire Contract charge point. If this Contract is conceived after the first contract or a claim has been filed. We will refund an amount of this Contract charge according to the pro-rate method reflecting the greater of the days in force or the mises divern based on the the plan and the case Coverage Degris. In the event of cardellation, the Lien Holder, if any, will be named on a cancellation mixed check as their stores of the property of t

VERMONT. Act 109 Section CCS3 - to states that the Section Contract or offered by sets to a consumer in the state shall be contain the authorization of the original Secretar factors or return the Contract with the Contract of the Contract

VIRGINIA. The coordinate "We," "Us" and "Our" under transported Deflations on the large page of the Contract is replaced not the following: "We," "Us" and "Our" refers to Guardian Warranty Caro. Notice to Bealer - Deplace are not penditud to self middle sales Company on the provisions of administrative letters 1982-10 and 1992-16.

We to not cover has due to feature sty, or any principal and

WEST VIRGINIA. You may cannot this Contract at may from milling the first stockly (SVI) days after the Contract posterior date by contracting the Selling Dealer. After that month (RVI) day benud, this Contract may be conceined only by Us or the Lieu Holder as specified instead.

FORD MOTOR CREDIT CORPORATION CUSTOMERS: Ford, EMCC. in the Oblight may request a religible during the term of the Contract. The seiling Dealer and Us agree to retund the FINCO with the named on the concession countries and the event of a cancellation.

GENERAL MOTORS ACCEPTANCE CORPORATION CLESTOFFS. You, GMAC, or Sig Dealer may request a mixed at any time during the term of the Contract. The soling Dealer and Us agree in which is the following the term of the Contract. The soling Dealer and Us agree in which is the following the second to the state of the contract and the second to t

GUARDIAN 24 HOUR / 7 DAY ROADSIDE ASSISTANCE AND TOWING INSTRUCTIONS IN THE EVENT OF A BREAKDOWN

in the mant line (our Vanice Income at the process of the line of You are covered for the following items during the term of Your Contract until expiration:

ENERGENCY ROAD SERVICE AND TOWING: You are covered up to \$35 for rised service and up to \$50 per towing disablement (Up to 26 Miles). BATTERY SERVICE: It believy talls, a jump-start will be applied to Your Vehicle.

APPOCANTAUSTOSES

Exhibit 5

ATTN: SHAUN, AUTO GALLERY IMPORTS

FROM: RICHARD MAGLIOCCA

REGARDING: 2006 AUDI A6 SALE, VIN WAUDG74F56N064970

I never agreed to any "rate buydown" on this loan. I was originally going to go through my own bank for a 6.5% interest rate. However, Henry said he could "beat that rate any day" and also I figured it would be a lot easier to go through you guys since I live so far away. Now I am paying 7.05% interest and a buydown charge of \$1105.49 times each of the 7 years of the loan, according to you on our recorded phone conversation on 3/20/08. You and I both know this is a shady practice. I would not have had this fee through my own bank. Not to mention this isn't even a fee charged by The Credit Union Loan Source who this loan for the Audi is though. Please send me a check for \$7738.43. This would the easy way for you to settle this. Otherwise, exposure of this kind would not be very good for your company.

Thank you,

Richard Magliocca 534 W Thomas St Rome, NY 13440 richard.magliocca@gmail.com Exhibit 6

### .Case 2:09-cv-00766-SJF-AKT Document 1 Filed 02/24/09 Page 43 of 54 PageID #: 43

From: Richard M [mailto:daredevil 1983@hotmail.com]

Sent: Tuesday, October 28, 2008 10:49 AM

To: Denise Guiliano

Subject: RE: warranty cancellation

The refund should be 100 percent as it was cancelled within the 20 days of receiving my policy number in the mail. I have been trying to cancel since the day after the vehicle was purchased. I have the email saying GWC didn't have the paperwork yet. As soon as I received the final policy number (C1039081) from you guys I had the dealer fax the cancellation form. I will forward that email to you right after I send this. The original policy number was E543985.

From: DGuiliano@guardian-warranty.com

To: daredevil 1983@hotmail.com
Date: Fri, 24 Oct 2008 16:44:42 -0400
Subject: RE: warranty cancellation

Richard,

It was sent to Auto Gallery on 9-25-08. The refund was based on .6428 percent of unused mileage.

Contact them for your refund.

Have a good week-end.

Thank you,

Denise

Denise Guiliano
Guardian Warranty Corporation
Cancellations
407 McAlpine Street
Avoca, PA 18641-0068
Phone — 1-800-482-7257 x.169
Fax — 570-414-7883
Email - dguiliano@guardian-warranty.com
Website - www.guardian-warranty.com

From: Richard M [mailto:daredevil 1983@hotmail.com]

Sent: Thursday, October 23, 2008 4:36 PM

To: Denise Guiliano

Subject: warranty cancellation

## 

Hi I am checking to verify if my warranty cancellation has been processed yet. It was faxed to you on 9/24/08. The warranty number is C1039081.

Thank you,

Richard Magliocca

Exhibit 7



# **Fax**

To: RICHA	RD		
Fax: Phone: 516-280-7555		Pages:2/2 Date:10/06/08	
☐ Urgent	☐ For Review	☐ Please Comment ☐ Please Reply	
HI RICH			
PLEASE SIGN	& NOTIRIZE AND M	AIL ORIGINAL BACK TO BELOW ADDRESS	
-THANKS			

AUTO GALLERY IMPORTS 500 Old Country Rd Westbury, NY 11590

Telephone: (516) 280-7555 Fax: (516) 280-7557 NYAutoGallery.com www.autogalleryimports.com

### **GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS, that RICHARD MAGLIOCCA, as RELEASORS in consideration of the sum of \$767.42 received from AUTO GALLERY IMPORTS INC. as RELESEE, its officers, directors, employees, heirs, executors, administrators, successors and assigns, of and from all actions, suits, proceedings, debts, dues, sum of money, contracts judgments, damages, claims, and demands whatsoever in law or equity, which against the RELEASEE, we ever had, now have, or which are hairs, executors, or administrators hereafter can, shall, or may have or may have for or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of this release.

This release is being given as a result of settlement between AUTO GALLERY IMPORTS

cference To:2005 AUDI A6 VIN# WAUDG74F56N064970
UTO GALLERY IMPORTS INC. will make no further monetary payment to RICHARD IAGLIOCCA or any lending institutions arising from the above mentioned purchase ansaction.
RELEASORS hereby further agree to save, indemnify and hold harmless RELEASEE from my and all claims, actions suits, proceedings, judgments, damages fines and demands thatsoever in law or in equity, including consequential damages, arising out of or relating to the urchase of said automobile to complaints made to office of consumer affairs and any other gency of government relating to the purchase of said automobile.
This RELEASE may not be changed orally.
IN WITNESS WHEREOF, RELEASORS have hereunto set their hands the 30 <sup>TH</sup> day of - ANUARY 009.
ICHARD MAGLIOCCA
tate Of
ounty Of
Subscribed and sworn to (or affirmed) before me this day of, by RICHARD MAGLIOCCA
/hose identity I proved on the basis of to be the signer of the pove instrument, and he/she acknowledge that he/she signed it.
ame of Notary Public Signature of Notary Public

Exh.bit A

Auto Gallery Imports Inc. 500 Old Country Road Westbury, NY 11590

February 26, 2008

Dear Auto Gallery Imports Inc.,

I would like to please cancel the GWC extended warranty I purchased on my 2006 Audi A6, VIN WAUDG74F56N064970. Policy # E 543985. I was told it was included in the price of the vehicle which was listed as \$28,900. I was not aware I would be charged an extra \$3233 per year for 3 years coverage. Please cancel or send the required cancellation form for the warranty company.

Thank you,

Richard Magliocca 534 W Thomas St Rome, NY 13440

ENDSU CONSTE		
ENDER: COMPLÉTE THIS SECTION	COMPLETE THE SECTION ON DELIVERY	
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery Is desired.  Print your name and address on the reverse so that we can return the card to you.	A. Signature/ X. (Printed Name)	☐ Agent ☐ Addressee
Attach this card to the back of the mailplace, or on the front if space permits.	Steve	C. Date of Delivery
1. Article Addressed to:	D. Is delivery address different from Rem	17 🔲 Yee
Auto GAILERY IMPORTS	If YES, enter design through the	. □ Nb
Soo old country RM.	20	
West Bury NY 11590	3. Service Type  2. Certified Met  Registered Peturn Receip	I for Morrhandian
ATTN: CONTROLLER	. D Insured Mall C.O.D.	i of late A Miles
	4. Restricted Delivery? (Extre Fee)	D Yes 1
2. Article Number 7006 2150 0	001 59F0 9454	ر دن.
S Form 3811, February 2004 Domentic Be	Paris State La	4 63.5

Exhibit B

#### ASSIGNMENT

:This ASSIGNMENT dated as of March 03, 2008, from QUANTUM AUTO GROUP, LLC ("Quantum") to NCB, FSB ("NCB").

FOR VALUE RECEIVED, pursuant to a certain retail installment Contract Purchase and sale Agreement dated as of October 31, 2007, by and between Quantum and NCB(the "Agreement"), Quantum does hereby sell, transfer, assign and convey to NCB, its successors and assigns, free and clear of all tiens and encumbrances and subject to the terms and conditions of that certain Retail Installment Contract Purchase and Sale Agreement dated March 03, 2008, all of its right title and interest in, to and under the retail installment sales contract ("Contract") attached hereto and identified herein, together with all of its right, title and interest in and to the Vehicle and all other property and security described in the contract, documents, payments, recoveries, proceeds and obligations of the obligor and/or guarantor thereunder arising therefrom or in connection therewith, and all rights in and to payment with respect to the foregoing and all rights to enforce the foregoing, with full power in this Assignment.

This Assignment specifically includes, but is not limited to, all right, title and interest in and of Quantum in any insurance policles or insurance proceeds purchased, endorsed or obtained by the Obligor under the terms of the Contract, including without limitation, such assignment of insurance policies and proceeds and GAP products, to the extent such interests exist. This Assignment specifically includes all right, title and interest of Quantum in and to any property or security interest described or provided in the Contract.

Capitalized terms used but not defined herein shall have the meanings specified for such terms in the Agreement. In the even of any inconsistency between the terms of this Assignment and the Agreement, the terms of the Agreement shall prevail.

IN WITNESS WHEREOF, Quantum has caused this Assignments to be executed by its duly authorized officer effective as of the date first set forth above.

QUANTUM AUTO GROUP, LLC.

**EVP** 

Contract Ref # / Obligor: 336191, Magliocca, Richard

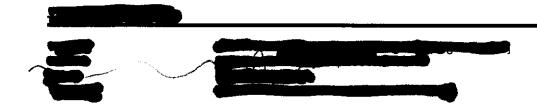
VIN#: WAUDG74F56N064970

Year: 2005

Make:AUDI

Modet A6-V6

Exhibit C



From: DGuiliano@guardian-warranty.com

To: daredevil 1983@hotmail.com
Date: Thu, 30 Oct 2008 09:25:42 -0400
Subject: RE: warranty cancellation

Mr. Magliocca,

The cancellation was completed according to the information on the cancellation form that you signed on 9/24/08, with 50,700 miles.

We pro rated the refund based on this information. That is something that is between you and the dealer at that time. If the information on the form was incorrect, it should have been changed at that time, before you agreed to the date and mileage by putting your signature on it.

If you need to speak with anyone regarding your refund it must be the dealer. Once the cancellation is completed, you are no longer in our system as an active customer. Please call with any questions 800-482-7357 ext 169.

Sincerely,

Denise Guiliano

Denise Guiliano
Guardian Warranty Corporation
Cancellations
407 McAlpine Street
Avoca, PA 18641-0068
Phone – 1-800-482-7257 x.169
Fax – 570-414-7883
Email - dguillano@quardian-warranty.com
Website - www.quardian-warranty.com